



ONEIDA COUNTY BOARD OF LEGISLATORS

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

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COMMUNICATIONS WITH DOCUMENTATION June 15, 2020

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
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ANTHONY R. CARVELLI
COMMISSIONER



**ONEIDA COUNTY
DEPARTMENT OF FINANCE**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

June 1, 2020

FN 20 20-206

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

READ & FILED

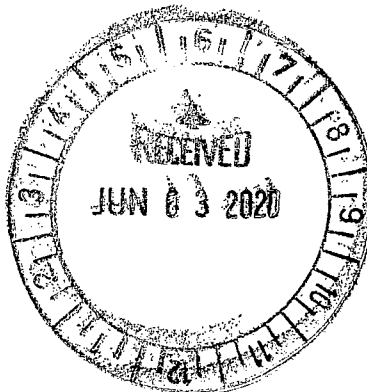
Dear Mike:

The Oneida County Board of Legislators reviewed the bid offers from the delinquent property tax auction, dated August 22, 2019, as can be found in Resolution #288, dated September 11, 2019. Due to extenuating circumstances, the City of Utica does not want to approve bid #19-2-5 pertaining to vacant lots on Dudley Avenue (tax map numbers 1600 318.067-2-29 & 1600 318.067-2-30) held in the name of the City of Utica Urban Renewal since 2013.

As such, we refunded the high bidder's deposit and ask that you modify your records pertaining to Resolution #288 to show that bid #19-2-5 did not convey. Thank you.

Sincerely,

Anthony Carvelli
Commissioner of Finance



cc: Sarah Hughes



ANTHONY R. CARVELLI
COMMISSIONER



ONEIDA COUNTY
DEPARTMENT OF FINANCE

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ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

FN 20 _____

May 26, 2020

Maria C Torres
1109 Park Avenue
Utica, NY 13501

RE: Tax Map #'s: 1600 318.067-2-29 VD
1600 318.067-2-30 PG

Dear Ms. Torres:

We are contacting you with regard to the auction that took place on August 22, 2019, in which you had offered the highest bid on the above-mentioned properties. After several months of attempts, we regret to inform you that your bid was not accepted and enclosed please find a check for \$1,014.00 refunding the bid & deed recording fee.

We would like to sincerely thank you for taking the time and participating in our process. Should you have any questions, please contact me.

Sincerely,

Betsy Damas

Betsy Damas
Chief Tax Clerk

BD/s

Enclosure

Damas, Betsy

From: Carvelli, Anthony
Sent: Tuesday, May 26, 2020 8:39 AM
To: Damas, Betsy
Subject: FW: Dudley Ave Lots/County Auction

Betsy,

Please voucher a return of the appropriate funds to the bidders in question.

Also, you will need to include a letter of explanation with the returns.

Thanks.

From: Hughes, Sarah
Sent: Sunday, May 24, 2020 12:00 PM
To: Carvelli, Anthony
Subject: Dudley Ave Lots/County Auction

I emailed the City's attorney on May 8, 2020, requesting a update. I have not received any response. As we discussed, it appears the City is not taking action and the County should return the funds to the bidder.

Thank you,

Sarah C. Hughes
Assistant County Attorney
Oneida County Department of Law
800 Park Avenue
Utica, New York 13501
Tel: (315) 798-5910
Fax: (315) 798-5603

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BID #	OWNERS NAME	SWIS	TAX MAP NUMBER	CD	TOWN	PAD # BIDDER	ADDRESS	CITY, STATE, ZIP	TAXES OWED	Bid Amt
19-2-12	CHAMPION, RAYMOND S	302601	33.006-5-4	NJ	BOONVILLE/ OF BOONVILLE	65 Jeffrey Youngs	8102 Pfendler Road N	Boonville, NY 13309	\$17,068.03	\$3,000.00
19-2-1	CITY OF ROME	301301	223.006-1-21	JT	ROME	60 Fernando Harvey	1311 Belle Avenue	Utica, NY 13501	\$464.39	\$500.00
19-2-16	TILDEN, KIM M	303001	128.017-1-54	OD	CAMDEN/ V OF CAMDEN	56 George Wishart	461 Liberty Street	Camden, NY 13316	\$16,929.18	\$28,500.00
19-2-2	CITY OF ROME	301301	223.010-1-3	HM	ROME	81 Liyette Rodriguez	402 Depeyster St	Rome, NY 13440	\$395.25	\$100.00
19-2-26	BRODICK, CAROL C	304200	169.000-2-11.1	KT	LEE	79 Limestone Ridge LLC	5860 McKinley Road	Brewerton, NY 13029	\$635.06	\$5,500.00
19-2-34	FURNER, JOHN	304899	328.015-1-1	OV	NEW HARTFORD	90 Joseph Bialaguel	1009 Coolidge Avenue	Union, NJ 07083	\$29,062.11	\$49,000.00
19-2-3	CITY OF ROME	301301	242.043-1-34	NF	ROME	81 Liyette Rodriguez	402 Depeyster St	Rome, NY 13440	\$2,390.92	\$600.00
19-2-41	CARROLL, PATRICK	305289	142.002-5-18	SM	REMSEN	5 Kimberly Preston	4974 Seneca St	Remsen, NY 13438	\$473.01	\$500.00
19-2-17	CAWNESS, GILBERT RAYMOND	303089	89.004-2-6	SG	CAMDEN	8 Zillora K Grass	10891 Cemetery Rd	Westdale, NY 13483	\$3,203.67	\$500.00
19-2-55	CRISTALLO, CARMEN F	307003	305.015-3-12	MA	WHITESTOWN/ V OF WHITESTORO	78 Greg Gonyea	17 Ablett Avenue	Whitestboro, NY 13492	\$4,549.76	\$500.00
19-2-29	CLOVER, LEON A ESTATE	304400	278.000-2-27	PN	MARCY	49 Marive Baerz	1511 Brinkerhoff Ave, Apt B	Utica, NY 13501	\$14,178.80	\$21,000.00
19-2-32	IREBELL, JODY R	304889	317.012-3-69	YA	NEW HARTFORD	24 Colleen & George Clemens	1412 Ney Avenue	Utica, NY 13502	\$41,874.61	\$700.00
19-2-46	ENSILOW, LUELLA C	306089	344.000-1-16.2	OJ	VERNON	18 Audrey S Fountain	450 Brennan Road	Ilion, NY 13357	\$4,366.54	\$22,000.00
19-2-47	FALON, KEVIN	306401	236.015-4-60	PR	VIENNA/ V OF SYLVAN BEACH	77 Ryan Schreppel	6931 Valley View Rd	Clinton, NY 13323	\$53.78	\$700.00
19-2-49	MARGELITTA, THOMAS	306489	237.000-1-1	LK	VIENNA	67 Andrew Gehrig	19 West St	Whitestboro, NY 13492	\$2,696.34	\$100.00
19-2-50	HILDENBRANDT, STEVEN	306600	155.000-1-64	OC	WESTERN	73 Tiffany McNamara	123 E Canal St	Frankfort, NY 13340	\$12,120.99	\$2,000.00
19-2-40	ROBISON, LYLE M	305289	142.002-1-80	PA	REMSEN	73 Tiffany McNamara	123 E Canal St	Frankfort, NY 13340	\$6,882.15	\$3,600.00
19-2-40	MARLEAU, SHIRLEY	303800	4.002-2-25	LK	FORESTPORT				\$411.37	
19-2-20	MARLEAU, WALTER	303800	4.002-2-26	MD	FORESTPORT	62 Daniel Buck	7420 Cheese Factory Rd	Barneveld, NY 13304	\$411.37	\$100.00
19-2-20	MARLEAU, SHIRLEY	303800	4.002-2-27	MD	FORESTPORT				\$411.37	
19-2-21	MARLEAU, SHIRLEY	303800	4.002-2-42	KP	FORESTPORT				\$411.37	
19-2-27	BRODICK, CAROL C	304200	169.000-2-11.4	NH	LEE	96 Walt Parent	13819 State Rt 28	Forestport, NY 13338	\$4,548.46	\$9,000.00
19-2-36	FORCE, JAMES P	305001	377.006-1-63	RE	PARIS/ V OF CLAYVILLE	27 Randall Pelton	865 Kivants Road	Taberg, NY 13471	\$528.06	\$4,000.00
19-2-37	JK HOME VESTORS	305089	386.000-2-32	PO	PARIS	45 Peter Coughen	2925 Snowden Hill Rd	Sauquoit, NY 13456	\$22,861.06	\$18,000.00
19-2-38	MORALEU, PETER	305201	159.007-2-33	QA	REMISE/ V OF REMSEN	62 Daniel Buck	7420 Cheese Factory Rd	Barneveld, NY 13304	\$14,654.77	\$2,300.00
19-2-22	MARLEAU, WALTER MRS	303800	5.001-2-40	JA	FORESTPORT	44 Mark Williams	11550 State Route 12	Boonville, NY 13438	\$6,441.99	\$100.00
19-2-44	ROTACH, BRADLEY R	306003	823.012-1-17	MW	VERNON/ V OF VERNON	62 Daniel Buck	7420 Cheese Factory Rd	Barneveld, NY 13304	\$497.63	\$200.00
19-2-5	UTICA URBAN RENEWAL	301600	318.067-2-29	VD	UTICA	48 Daanna Lloyd	9092 Kawana Bay	Canastota, NY 13032	\$24,804.67	\$27,000.00
19-2-5	UTICA URBAN RENEWAL	301600	318.067-2-30	VD	UTICA	84 Maria Torres	1109 Park Avenue	Utica, NY 13501	\$0.00	\$700.00
19-2-52	TSUEI, DALLAS W	306600	172.000-1-9	NE	WESTERN	21 Peggy Schallerberg	9681 Mullin Hill Rd	Ava, NY 13303	\$19,023.08	\$14,000.00
19-2-11	TSUEI, TE-HU	302289	352.000-1-7	OE	AUGUSTA	39 Nicholas Rizzo	5211 Rothamore Road	Vernon Center, NY 13477	\$1,916.06	\$9,000.00
19-2-13	KESSLER, ELIZABETH	302601	133.006-5-77	UK	BOONVILLE/ V OF BOONVILLE	47 Stephen Joyce	24 Main Street	Sherburn, NY 13460	\$12,601.46	\$3,600.00
19-2-15	MCMAMARA, EDWARD J	302800	407.000-2-8	NH	BRIDGEWATER	91 Michael Miner	6364 Grandview Avenue	Rome, NY 13440	\$613.73	\$600.00
19-2-24	MULVHILL, THOMAS	303400	337.000-2-15	PB	KIRKLAND	77 Ryan Schreppel	6931 Valley View Rd	Clinton, NY 13323	\$17,928.36	\$56,000.00
19-2-18	BOYLE, RHONDA KAY	303400	172.000-1-30.8	ON	FLORENCE	72 Marc Christmas	11576 Thompson Corners Florence Rd	Camden, NY 13316	\$6,524.74	\$12,000.00
19-2-54	EVANS, STEPHEN R	307003	305.009-4-75	UK	WHITESTOWN/ V OF WHITESTORO	63 June Dzialo & Aaron Spearback	65 Westmoreland St	Whitestboro, NY 13492	\$17,977.38	\$9,000.00
19-2-56	HERRANDEZ, VICTOR	307005	305.019-1-27	RL	WHITESTOWN/ V OF YORKVILLE	3 Alexander Gorgas	6128 Walker Road	Deerfield, NY 13502	\$991.70	\$300.00
19-2-57	SALECKI, RICHARD STANLEY	307005	305.019-1-42	PE	WHITESTOWN/ V OF YORKVILLE	46 Hoffman Development Corp	1757 Central Ave	Albany, NY 12205	\$23,696.45	\$56,000.00

FN 20 20 - 207

**PRELIMINARY ENGINEERING REPORT
IN SUPPORT OF PROJECT FINANCING
(Amended)**

READ & FILED

SANITARY SEWER OVERFLOW MITIGATION PROGRAM

**PHASE 5B –SAUQUOIT CREEK PUMPING STATION AND
NEW FORCE MAIN UPGRADES – CONSTRUCTION**

**PHASE 6A –WATER POLLUTION CONTROL PLANT PHYSICAL
CONDITION AND PROCESS UPGRADES – CONSTRUCTION**

**PHASE 6C –WATER POLLUTION CONTROL PLANT SOLIDS HANDLING UPGRADES –
CONSTRUCTION**

CWSRF PROJECT NUMBER

C6-6070-08-04

C6-6070-08-14

C6-6070-08-05

C6-6070-08-15

Prepared for

**Oneida County Department of Water Quality
& Water Pollution Control**

Steven P. Devan, P.E., Commissioner

51 Leland Avenue

Utica, NY 13502

Project No. 21031.50620

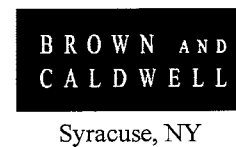
(December 8, 2014 – Original Bond Authorization)

(Amendment No. 1 - February 4, 2016)

(Amendment No. 2 – October 30, 2017)

Amendment No. 3 – March 11, 2020

Prepared by



PRELIMINARY ENGINEERING REPORT
IN SUPPORT OF PROJECT FINANCING

SANITARY SEWER OVERFLOW MITIGATION PROGRAM

PHASE 5B –SAUQUOIT CREEK PUMPING STATION AND NEW FORCE MAIN UPGRADES –
CONSTRUCTION

PHASE 6A –WATER POLLUTION CONTROL PLANT PHYSICAL CONDITION AND PROCESS
UPGRADES – CONSTRUCTION

PHASE 6C –WATER POLLUTION CONTROL PLANT SOLIDS HANDLING UPGRADES –
CONSTRUCTION

CWSRF PROJECT NO. C6-6070-08-04
CWSRF PROJECT NO. C6-6070-08-14
CWSRF PROJECT NO. C6-6070-08-05
CWSRF PROJECT NO. C6-6070-08-15

Prepared for

Oneida County Department of Water Quality
& Water Pollution Control

Project No. 21031.50620

(December 8, 2014 – Original Bond Authorization)
(Amendment No. 1 - February 4, 2016 – Scope Modification w/no change in Cost)
(Amendment No. 2 – October 30, 2017 – Scope and Cost Modification)
Amendment 3 – March 11, 2020 – Scope and Cost Modification

Prepared by

OBG – PART OF RAMBOLL
101 FIRST STREET, 4TH FLOOR
UTICA, NY 13501

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Warning: It is a violation of the NYS Education Law Article 145 for any Person, unless he is acting under the direction of a licensed Professional Engineer, to alter this item in any way.

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2-1	PROJECT PHASING
5-1	PROJECT SCHEDULE AND BUDGET ESTIMATE

FIGURES

Figure No.

1.1	LOCATION PLAN
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1.0 INTRODUCTION

1.1 HISTORICAL BACKGROUND

The Oneida County Sewer District (District) was formed in 1965 through an act by the former Oneida County Board of Supervisors. It is administered through the Oneida County Department of Water Quality and Water Pollution Control (WQ&WPC) which is responsible for the operation and management of the District's facilities and personnel. District facilities include 45 miles of interceptor sewers, the Sauquoit Creek and the Barnes Avenue Pumping Stations, and the Water Pollution Control Plant (WPCP). The District services 15 municipalities, including the City of Utica. Refer to Table 1-1.

Village of Clayville	Village of Holland Patent	Town of Paris	Town of Frankfort
Village of New Hartford	Village of Whitesboro	Town of Marcy	Town of Whitestown
Village of New York Mills	Village of Yorkville	Town of Deerfield	City of Utica
Village of Oriskany	Town of New Hartford	Town of Schuyler	

1.2 CONSENT ORDER

The New York State Department of Environmental Conservation (NYSDEC) and the County entered into a Consent Order No. R620060823-67 due to sanitary sewer overflows (SSO) at the Sauquoit Creek Pumping Station.

The major capital project elements necessary to satisfy the requirements of the Consent Order include the following:

- Sanitary sewer rehabilitation
 - o Manhole rehabilitation
 - o Mainline sanitary sewer piping rehabilitation
- Upgrades to the Sauquoit Creek Pumping Station and Force Main

- Upgrades to the Water Pollution Control Plant
- Upgrades to the Barnes Avenue Pumping Station

Additionally, several programmatic elements including Capacity, Management, Operations and Maintenance (CMOM) and Private Property Inflow/Infiltration (I/I) Reduction programs are also required by the Consent Order.

1.3 CITY OF UTICA – LONG TERM CONTROL PLAN

The City of Utica (Utica) owns and operates a combined (sanitary and stormwater) sewer system (CSS) which discharges to the Oneida County WPCP. Relief points, or Combined Sewer Overflows (CSO's), are provided throughout the CSS to divert excess flow when the system is at its hydraulic capacity during wet weather (rain and/or snow melt) events to either adjacent storm sewers, directly to local creeks, or to the Mohawk River. The CSO's are operated in accordance with Utica's CSO SPDES permit (Permit) issued to Utica by the NYSDEC. The Permit currently lists 49 CSO locations.

Among the requirements contained in the Permit, the City prepared a Long Term Control Plan (LTCP) dated July 2010 and amended in February 2011. The LTCP identified various CSO control projects to be undertaken in Utica. One major project includes the completion of upgrades to the WPCP to provide a treatment capacity of approximately 49 MGD for the City's combined sewage flows into the facility during wet weather events. Upgrades to the WPCP will be done by Oneida County pursuant to the Consent Order referenced in Paragraph 1.2.

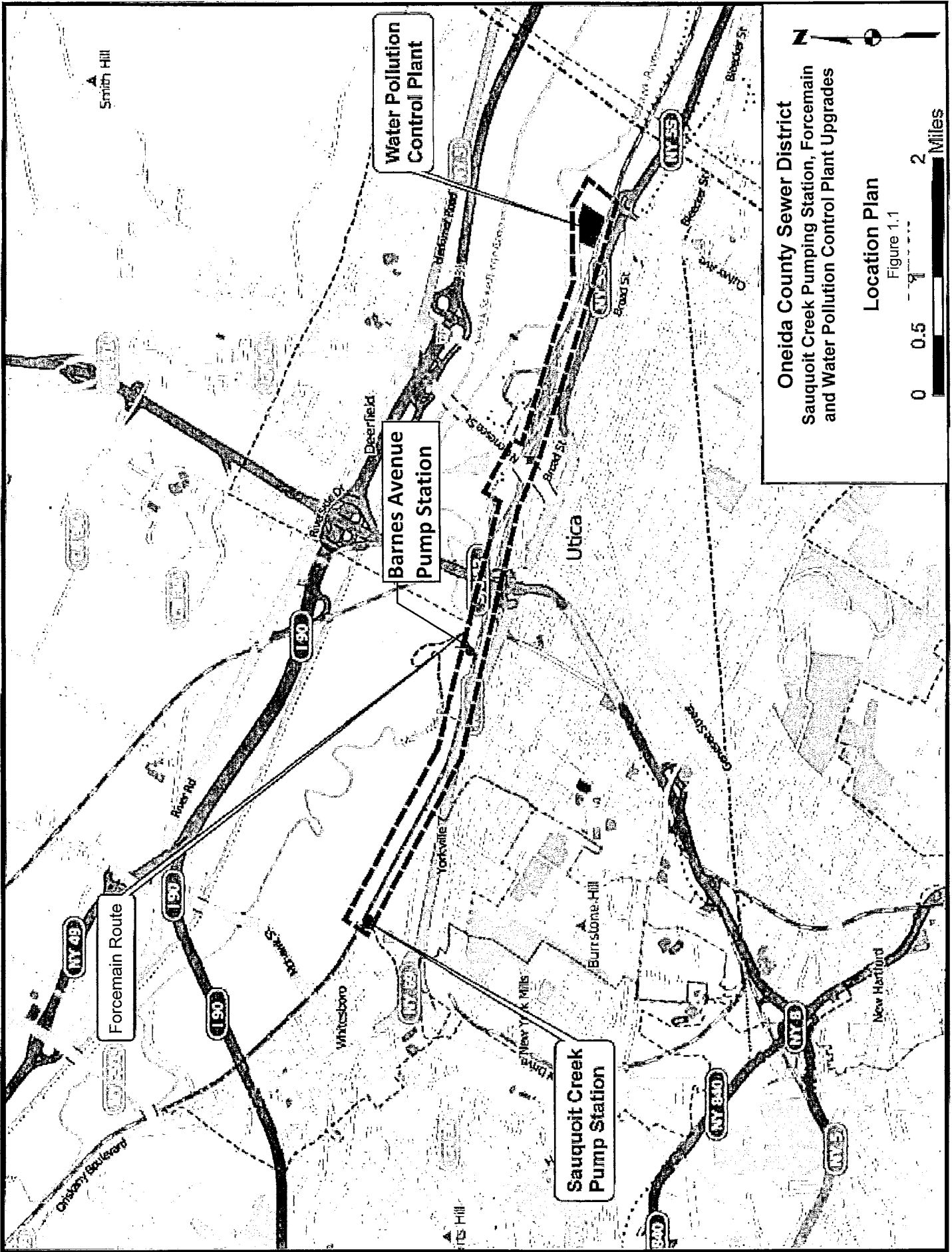
Utica is also an active participant in the County's CMOM and Private Property Inflow/Infiltration (I/I) Reduction programs.

1.4 PURPOSE OF THIS AMENDED REPORT

The County and the New York State Environmental Facilities Corporation (NYSEFC) continue to work cooperatively and collaboratively to assemble a structured financing plan for the funding of upgrades associated with the County's overall SSO Mitigation Program. The original "Preliminary Engineering Report in Support of Project Financing", dated December 8, 2014, was prepared in support of \$117 million Clean Water State Revolving Fund (CWSRF) financing for the construction of the proposed upgrades to the Sauquoit Creek Pumping Station and new force main system, as well as construction of additional upgrades to the solids handling facilities (anaerobic digesters and cogeneration) at the WPCP as represented by the County's CWSRF application (CWSRF No. C6-6070-08-04). To maximize the efficient use of CWSRF funds based on projected annual cash flow needs, the County, with the concurrence of NYSEFC, amended the December 8, 2014 report (Amendment No. 1 dated February 4, 2016) to also include the description of the remaining upgrades to existing WPCP facilities and treatment processes (as referenced by CWSRF No. C6-6070-08-05) including modifications to the Barnes Avenue Pumping Station. There was no request for an increase in financing for C6-6070-08-04 at that time. Rather, it was noted that additional financing necessary to fund the balance of the work in excess of \$117M would be secured later based on a cash flow schedule.

The report was amended (Amendment No. 2 dated October 30, 2017) to document the increase in Program costs to \$277 million (ref: Board of Legislators resolution No. 392 dated November 22, 2017).

The purpose of this Amendment No. 3 to the "Preliminary Engineering Report in Support of Project Financing" is to document an additional increase in total project scope and cost along with the additional financing considerations necessary to fund the balance of the Sanitary Sewer Overflow Mitigation Program.



Oneida County Sewer District
 Sauquoit Creek Pumping Station, Forcemain
 and Water Pollution Control Plant Upgrades

Location Plan

Figure 1.1



2.0 CAPITAL PROJECT PROGRAMS IN SUPPORT OF SSO MITIGATION

Various projects need to be completed in order to satisfy the terms and conditions of the Consent Order. A summary of the work is as follows:

Sanitary Sewer Collection System Rehabilitation: The cause of the SSO's from the SCPS is excess infiltration and inflow (I/I) entering the tributary sanitary sewer collection system through a variety of defects including: direct surface water inflow, leaking pipe joints, broken pipe, deteriorated and defective manholes, defective private property sewer laterals, and private property sump pump and roof leader connections to the sanitary sewers. The District and municipal sanitary sewer collection and conveyance systems require rehabilitation in order to improve structural integrity and to remove the maximum amount of I/I in the most cost-effective manner. Work will include manhole rehabilitation, sanitary sewer rehabilitation (cured-in-place liners, grouting, slip lining, etc.), removal of sump pumps and other possible private I/I sources, sanitary sewer replacement/reconstruction, and stormwater sewer system construction and rehabilitation projects designed to remove stormwater from the sanitary sewer system. Financing obtained through CWSRF No. C6-6070-08-00 was partially rolled into long term financing (\$10.9M bond plus \$4M principal forgiveness) based on costs incurred through sewer rehabilitation Contract 8. The balance of funds (approximately \$11.48M) was rolled into new short term financing (C6-6070-08-10) and is being used to fund on-going engineering services and the continuation of various rehabilitation construction contracts in the District and municipal sanitary sewer collection systems. Below is a list of construction projects funded through this financing:

Contract ID	Title	Status	CWSRF Financing
2	Mainline Sewer Rehabilitation Phase 1	Completed - 2013	C6-6070-08-00
3	Manhole Rehabilitation	Completed - 2013	C6-6070-08-00
4	Clinton Street Sewer Separation	Completed - 2012	C6-6070-08-00
5	Sewer Repairs and Rehabilitation	Completed - 2014	C6-6070-08-00
6	Mainline Sewer Rehabilitation Phase 2	Completed - 2015	C6-6070-08-00
7	Mainline Sewer Rehabilitation Phase 3	Completed - 2015	C6-6070-08-00
8	Mainline Sewer Rehabilitation Phase 4	Completed - 2016	C6-6070-08-00

10	Mainline Sewer Rehabilitation Phase 5	Completed - 2017	C6-6070-08-10
11	Mainline Sewer Rehabilitation Phase 6	Completed - 2016	C6-6070-08-10
12	Mainline Sewer Rehabilitation Phase 7	Completed - 2019	C6-6070-08-10
13	Mainline Sewer Rehabilitation Phase 8	Completed - 2018	C6-6070-08-10
14	Mainline Sewer Rehabilitation Phase 9	Completed - 2018	C6-6070-08-10
16	Mainline Sewer Rehabilitation Phase 10	Completed - 2019	C6-6070-08-10
tbd	Various contracts – design/construction	Anticipated – 2020-2022	C6-6070-08-10

The County intends to issue additional sewer rehabilitation construction contracts, funded by the C6-6070-08-10 financing, through 2021 or until such time as the balance of funds have been exhausted. The County and the impacted municipalities continue to seek additional outside sources of project financing, with particular emphasis on grants, to further fund identified rehabilitation projects.

Sauquoit Creek Pumping Station and Force Main Upgrades: Coupled with the Sanitary Sewer System Improvements, the capacity of the SCPS will need to be upgraded to convey the non-cost-effective I/I to the District's WPCP for treatment. Non-cost-effective I/I is that portion of the excess flow to the SCPS that is more economical to pump and treat at the WPCP, in lieu of removing the I/I from the sanitary sewer collection system. In addition to upgrades needed to increase station capacity, upgrades are also required to ensure the station's long-term viability.

Upgrades include modifications to the SCPS (screening building with screens, electrical, emergency generator, etc.) and a parallel force main system (new second force main plus replacement and/or rehabilitation of the existing force main) from the SCPS to the WPCP. Increasing the capacity of the SCPS has been coordinated with capacity upgrades at the WPCP. The cost of design was financed through CWSRF No. C6-6070-08-02. Bidding and construction is tied to financing that the County secured through CWSRF No. C6-6070-08-04.

Barnes Avenue Pumping Station Upgrades: the existing Barnes Avenue Pumping Station (BAPS), a component of the Sauquoit Creek Force Main system, will be modified under this additional financing.

The BAPS is in an inaccessible location immediately north of the CSX rail line due to the closing of the Barnes Avenue Bridge. The Pumping Station building and equipment are primarily original construction and in need of upgrades. Oneida County is negotiating a long term Right of Entry permit with CSX Rail Road that will allow access to the pumping station along an existing railroad service road. Upon receipt of this permit, the County will then proceed with the design and construction of upgrades to the physical condition of the BAPS pumping and associated infrastructure, including improvements to the service road. In addition to the right-of-entry, proposed improvements include:

- Interior renovations/modifications
 - new pumps/controls
 - HVAC upgrades
 - electrical and instrumentation upgrades
 - miscellaneous piping
 - new doors
 - Incidental sitework (chain link gate replacement, concrete entrance pad repair/replacements, repaving of driveway for service vehicles, etc...)
 - other building systems as necessary)
- Replacement of existing non-functioning interior generator with new exterior emergency generator
- Improvements to existing construction access road for use as a permanent road as the sole means for access to the pumping station.
- Reconnection of the pumping station discharge piping to the new force mains (ie: force mains constructed under Contract C-4 Sauquoit Creek Force Main Upgrades) which were addressed under the prior SEQR

Proposed improvements will be being funded via the Clean Water State Revolving Fund (CWSRF), which is coordinated by the New York State Environmental Facilities Corporation (EFC) and NYSDEC.

Water Pollution Control Plant Upgrades: The County has advanced the design of upgrades to the WPCP based on the August 2012 detailed engineering evaluation of the WPCP, subsequent amendments, and the “Basis of Design Report – Water Pollution Control Plant Expansion and Upgrade” dated September 17, 2015, with the goal of designing the most reasonable and cost effective alternative for increasing peak wet weather capacity. Major capital construction at the WPCP began in 2015.

The upgrades at the WPCP have been designed around the “split flow” concept, as referenced in the above documents. Through this design, peak wet weather combined sewer flows will be treated at the WPCP in a separate train from the separate sanitary flows. In addition to providing increased sanitary sewage treatment capacity, this will also reduce annual CSO volume from the City of Utica. Major construction is broken into three segments that will generally include:

Phase 6A – Facility (Physical Condition) and Treatment Process Improvements

- A new raw waste sanitary pump station/screen facility for separate sanitary sewage flows
- Renovation of the existing raw waste pump station/screen facility for combined sewer flows
- New grit removal for all flows
- New primary clarifiers, with separate trains for combined vs. sanitary flows
- New high rate disinfection with new outfall for wet weather combined sewer flows only
- Improvements to the existing secondary treatment process (aeration, final clarifiers)
- “Physical Condition” upgrades to improve the existing buildings, tanks, and site
- New electrical distribution equipment and expanded emergency power capacity

Phase 6B – Solids Handling Upgrades (also referred to as Biosolids Upgrades) – upgrades for this phase include:

- Replacement of the return and waste activated sludge pumps

- Thickening and dewatering upgrades
- Construction of a new lime stabilization system
- Minor upgrades to the existing incinerators for compliance with new federal emissions standards

Phase 6C – Solids Handling Upgrades (also referred to as Biosolids Upgrades) – upgrades for this phase include:

- Construction of new anaerobic digesters (2 egg-shaped primary digesters, 1 secondary digester) and support equipment (pumps, piping, heat exchangers, boilers, etc.)
- New digester gas cleaning and energy recovery systems (micro-turbines)
- Septage receiving station(s)
- “Physical Condition Upgrades” at the Raw Waste Building, Thickener Complex, and Administration/Solids Handling building

2.1 PROJECT PHASING

The overall Consent Order compliance program is large in scope and magnitude. Phasing is required in order to implement the work in a reasonable and cost effective manner. The following represents the project's current overall project phasing plan and estimated budgets, including information in the 2020 CWSRF Intended Use Plan:

TABLE 2-1: PROJECT PHASING ⁽¹⁾			
CWSRF PROJECT NO.	PHASE	CURRENT DESCRIPTION	CWSRF FINANCED AMOUNT
C6-6070-08-00	1	Sanitary Sewer Collection System – Sewer Rehabilitation/Replacement	\$10,078,434 <i>Long Term Debt 2015</i> \$4,000,000 <i>Principal Forgiveness</i>
C6-6070-08-01	2B & 3	Sanitary Sewer Collection System – Sewer Rehabilitation/Replacement	\$15,000,000 2020 Multi-Year List
C6-6070-08-02		Sauquoit Creek Pumping Station and Force Main – Design and Permitting	\$2,524,017 <i>Long Term Debt 2015</i>
C6-6070-08-03	4	Inflow/Infiltration Mitigation in Support of Private Property I/I Reduction	\$7,664,000 Multi-Year List
C6-6070-08-04 ⁽²⁾	5B & 6C	Sauquoit Creek Pumping Station and Force Main Upgrades & Water Pollution Control Plant Upgrades (Construction of Solids Handling Upgrades not covered in Phase 6B, Construction of portions of the “Physical Condition” Upgrades)	\$97,656,145.00 <i>Long Term Debt 2019</i> \$5,000,000 WIIA Grant \$1,000,000 ESD Grant \$2,000,000 NYSERDA Grant
C6-6070-08-05	6A	Construction of the remainder of the Water Pollution Control Plant Upgrades not covered in Phases 5B, 6B, and 6C.	\$55,000,000 <i>Long term financing 2020, pending</i> \$5,000,000 Interest Free loan \$20,000,000 WIIA Grant
C6-6070-08-06	6B	Water Pollution Control Plant Upgrades – Design Phase Services, Construction of Select Solids Handling Upgrades Phases)	\$34,707,000 <i>Long Term Debt 2017</i>
C6-6070-08-10	1 & 2A	Sanitary Sewer Collection System (I/I) Correction (Balance from C6-6070-08-00)	\$11,586,562 <i>Long Term Debt 2017</i>
C6-6070-08-11	2B & 3	Sanitary Sewer Collection System – Sewer Rehabilitation/Replacement (Balance from C6-6070-08-01)	\$13,923,000 Multi-Year List
C6-6070-08-14	5B & 6C	Balance from C6-6070-08-04.	\$15,000,000 – Interest Free loan <i>Long Term Debt 2019</i>
C6-6070-08-15 ⁽³⁾	6A	Construction of remainder of the Water Pollution Control Plant, Sauquoit Creek Pumping Station and Force Main upgrades, and Barnes Avenue Pumping Station Upgrades not financed in Phases 5B, 6B, and 6C. (Balance from C6-6070-08-05).	\$80,000,000 (2019 Annual List) \$40,000,000 (Additional Bonding Request – Amendment 3)

(1) Includes all project related financings, including those not related to this Bond Authorization (including its amendments).

(2) C6-6070-08-04 received an additional \$5 million Water Infrastructure Grant.

(3) C6-6070-08-15 NYSEFC has included \$120,000,000 in the draft 2020 IUP.

It is recognized that each of these capital programs, while implemented separately at various times over the duration of the Consent Order Compliance schedule, are together integral to resolving the sanitary sewer overflows, Water Pollution Control Plant upgrades, and complying with the Consent Order. It is critical that CWSRF funding be allocated for each phase of this work in order to achieve overall Consent Order compliance.

3.0 PROJECT DESCRIPTION

3.1 PHASE 5B – SAUQUOIT CREEK PUMPING STATION UPGRADES AND DUAL FORCE MAIN – CONSTRUCTION (CWSRF PROJECT NO. C6-6070-08-04 AND C6-6070-08-05)

- Upgrades to the Sauquoit Creek Pumping Station generally including:
 - New screening building with screens, washer compactors, and isolation gates
 - New emergency generator facility
 - Upgrades at the existing pumping station: electrical, control, and HVAC equipment
 - Access roadway and site improvements
- New dual force main system (new force main plus replacement and/or rehabilitation of the existing force main) extending from the Sauquoit Creek Pumping Station to the WPCP, including flow meters, control vaults, and cleanout stations
- New split flow structure at the WPCP; required piping and valves to distribute partial flow to the aeration tanks, and remaining flow to the WPCP grit facilities
- Relocation of Barnes Avenue Pumping Station (BAPS) and connecting piping OR upgrades to the existing BAPS (electrical, mechanical, controls, HVAC, generator, and facility improvements; and site access improvements from Charles Donnelly Drive)

3.2 PHASE 6A – WATER POLLUTION CONTROL PLANT UPGRADES – FACILITY AND TREATMENT PROCESS IMPROVEMENTS – CONSTRUCTION (CWSRF PROJECT NOS. C6-6070-08-04 AND C6-6070-08-05)

- A new raw waste sanitary pump station/screen facility for separate sanitary sewage flows
- Renovation of the existing raw waste pump station/screen facility for combined sewer flows
- New grit removal for all flows
- New primary clarifiers, with separate trains for combined vs. sanitary flows
- New high rate disinfection with new outfall for wet weather combined sewer flows only
- Improvements to the existing secondary treatment process (aeration, final clarifiers)
- “Physical Condition” upgrades to improve the existing buildings, tanks, and site
- New electrical distribution equipment and expanded emergency power capacity
- Asset Management system (hardware, software, physical space for asset/inventory storage)
- Demolition of Incinerator Number 1 and Number 3, structural infill of floor space, and incinerator fuel system removal
- Odor control system for blend tanks and other odor producing systems
- Expanded electrical and security systems

- Charles Donnelly Drive sewer service for two businesses impacted by the Sauquoit Creek Force Main (contract C-4) construction
- Vehicle storage garage (for Oneida County Sewer District vehicles including sewer system vac truck, easement maintenance equipment, and other related equipment).
- Sewer cleaning dump station (disposal system for collection system vac trucks)
- Abandonment and/or repurposing of the former incinerator ash lagoons
- Fats, oils, and grease (FOG) receiving station
- Potential process-mechanical revisions to accommodate near term regulatory changes and/or County requirements

3.3 PHASE 6B – WATER POLLUTION CONTROL PLANT UPGRADES– SOLIDS HANDLING UPGRADES (CWSRF PROJECT NO. C6-6070-08-06)

- Return and waste activated pump replacement
- Thickening and dewatering upgrades
- Construction of new post-lime stabilization facility
- Minor upgrades to existing incinerators for compliance with new federal emissions standards

3.4 PHASE 6C – WATER POLLUTION CONTROL PLANT UPGRADES– SOLIDS HANDLING UPGRADES (CWSRF PROJECT NO. C6-6070-08-04 and C6-6070-08-05)

- Construction of new anaerobic digesters (2 primary egg-shaped digesters, 1 secondary digester) and support equipment (pumps, piping, heat exchangers, boilers, etc.)
- New digester gas cleaning and energy recovery systems (micro-turbines)
- “Physical Condition Upgrades” at the Raw Waste Building, Thickener Complex, and Administration/Solids Handling building

Inherent with all the above project descriptions/phases are costs associated with engineering, legal, and administrative services as well as those costs associated with permitting and regulatory compliance. This includes an assessment of the Starch Factory Creek Interceptor sewer shed to confirm flows to the WPCP. Specifically, this interceptor sewer connects directly to the WPCP but has shown recent signs of significant wet weather flows whose source(s) need to be identified and potential remedial plan(s) developed such that current upgrades to the WPCP are not impacted by those increased wet weather flows.

3.5 PHASED FINANCING APPROACH

The overall SSO Mitigation Program as it applies to projects described above will incorporate multiple construction contracts. The mandated elements of the consent order are required to be operational by December 31, 2021. To maximize the efficient use of borrowed and financed costs, NYSEFC and the County have agreed to an approach where upcoming work will be financed on a cash flow-based schedule incorporating actual contractor bids rather than borrowing all project funds upfront based on estimates.

3.6 CONSTRUCTION PHASE ENGINEERING SERVICES

Engineering services for the construction of the SCPS and force main, Barnes Avenue Pumping Station improvements, and all work associated with the WPCP, will also include overall construction program management and administration, engineering support from the design team, and resident project representation (construction observation). Costs for these services are incorporated into the project financing.

4.0 ENVIRONMENTAL REVIEW

4.1 CURRENT CONSTRUCTION PROJECTS

The State Environmental Quality Review (SEQR) process was completed in July 2015. The following resolution was adopted by the Oneida County Board of Legislators at its regular meeting on July 8, 2015 (Resolution No. 230):

Re: Approval of the Clean Water State Revolving Fund, Project No. C6-6070-08-04, State Environmental Quality Review Determination of Significance, July 8, 2015

WHEREAS, Oneida County is implementing requirements stipulated in a NYSDEC-issued Consent Order (R620060823-67); and;

WHEREAS, the Consent Order requires improvements and modifications to County owned and operated wastewater management facilities including the Oneida County Water Pollution Control Plant (WPCP) located in the City of Utica, NY, the Sauquoit Creek Pump Station located in the Village of Yorkville; the Sauquoit Creek Pumping Station Force Main located in the Village of Yorkville, Town of Whitestown, and City of Utica, and;

WHEREAS, these required improvements and modifications are to be funded, in part, through the State Revolving Fund, which is administered by the Environmental Facilities Corporation (EFC); and ;

WHEREAS, discretionary actions approved or undertaken by local and State agencies require review under the State Environmental Quality Review Act (SEQRA); and;

WHEREAS, SEQRA implementing regulations (6 NYCRR § 617.5(c)(29)) exempt from further review actions, which consist of "civil or criminal enforcement proceedings, whether administrative or judicial, including a particular course of action specifically required to be undertaken pursuant to a judgment or order, or the exercise of prosecutorial discretion;" and;

WHEREAS, EFC requested completion of a Full Environmental Assessment Form (EAF) in conjunction with a coordinated SEQRA process; and;

WHEREAS, the County prepared and disseminated Part 1 of a Full EAF with the objective of initiating a coordinated review with other Involved Agencies; and;

WHEREAS, other Involved Agencies concurred with the County acting as SEQRA Lead Agency; and;

WHEREAS, the County, as SEQRA Lead Agency, prepared Parts 2 and 3 of a Full EAF; and;

WHEREAS, the County, as SEQRA Lead Agency, has considered the information contained in the Full EAF, which included an assessment of potential environmental and socio-economic impacts, as well as mitigation to reduce or eliminate those impacts, now therefore;

BE IT RESOLVED THAT, Oneida County, in its capacity as SEQRA Lead Agency, as determined in a Coordinated Review process, has concluded that the project will result in no significant adverse impacts on the environment and, therefore, an environmental impact statement need not be prepared. Accordingly, the County of Oneida hereby issues a Negative Declaration with regard to proposed improvements and modifications to County owned and operated waste water management facilities.

Based on the above, no further Action under SEQR is required for any work associated with the SCPS/FM and WPCP upgrades provided the work meets the above-referenced criteria.

4.2 BARNES AVENUE PUMPING STATION UPGRADES

The proposed project elements for the Barnes Avenue Pumping Station Upgrades have been reviewed to determine whether the proposed actions are subject to the State Environmental Quality Review Act (SEQRA). Based on that review, the project has been determined to fall under the classification of a Type II Action, which is exempt from further evaluation under SEQRA and its implementing regulations (6 NYCRR Part 617).

Reasons Supporting the SEQRA Type II (Exempt) Classification

Pursuant to 6 NYCRR § 617.5(c), the following actions have been pre-determined to not have a significant adverse impact on the environment and are not subject to review under SEQRA. Based on our review, the proposed Barnes Avenue Pumping Station project elements are consistent with these exempt actions:

- Maintenance or repair involving no substantial change in an existing structure or facility (6 NYCRR § 617.5(c)(1))
- Replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part (6 NYCRR § 617.5(c)(2))
- Repaving of existing highways not involving the addition of new travel lanes (6 NYCRR § 617.5(c)(5))

- Street openings and right-of-way openings for the purpose of repair or maintenance of existing utility facilities (6 NYCRR § 617.5(c)(6))
- Construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities (6 NYCRR § 617.5(c)(9))
- Extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list ((6 NYCRR § 617.5(c)(13))

5.0 PROJECT SCHEDULE AND BUDGET ESTIMATE

The attached Table 5.1 – Project Schedule and Budget Estimate lists the engineering services and multiple construction contracts to be implemented under the various financing for the County's Sanitary Sewer Overflow Mitigation Program as they apply to the upgrades at the Water Pollution Control Plant, Sauquoit Creek Pumping Station, Sauquoit Creek Force Main, and Barnes Avenue Pumping Station. Work is either listed in Category B for both the Annual List and Multi-Year List on the 2020 Clean Water SRF Intended Use Plan or is currently under Long Term CWSRF financing with NYSEFC.

Project Budget Estimate

Estimated Project Cost	Total Project	C6-6070-08-04 Financing (2014/2016)	C6-6070-08-05 Financing (2017)	C6-6070-08-15 Financing (2017)	C6-6070-08-15 Financing ⁽⁴⁾ (2020 Pending)
A Construction	\$259,675,000	\$96,300,000	\$65,350,000	\$65,350,000	\$32,675,000
B Engineering Construction Phase	\$33,800,000	\$8,300,000	\$10,200,000	\$10,200,000	\$5,100,000
C Special Inspections	\$537,000	100,000	\$175,000	\$175,000	\$87,500
D Legal/Fiscal Services	<u>\$289,500</u>	<u>\$147,000</u>	\$57,000	\$57,000	\$28,500
Subtotal	\$294,302,000	\$104,847,000	\$75,782,00	\$75,782,000	\$37,891,000
Contingencies	<u>\$17,039,100</u>	<u>\$10,039,100</u>	<u>\$2,800,000</u>	<u>\$2,800,000</u>	<u>\$1,400,000</u>
Subtotal (Project Costs)	\$311,341,100	\$114,886,100	\$78,582,000	\$78,582,000	\$39,291,000
Issuance Costs (1.8%)	<u>\$5,604,140</u>	<u>\$2,067,950</u>	<u>\$1,414,476</u>	<u>\$1,414,476</u>	<u>\$707,238</u>
Total (Project + Financing Costs)	\$316,945,240	\$116,954,050	\$79,996,476	\$79,996,476	\$39,998,238
Project Financing Request	\$317,000,000	\$117,000,000	\$80,000,000	\$80,000,000	\$40,000,000
Estimated User Charge					
Estimated Annual Debt Service (30 yrs. @ 2.0%)	\$14,060,500	\$5,189,500	\$3,548,400	\$3,548,400	\$1,774,200
Estimated Annual Usage (per 1000 gal)⁽²⁾	\$3,202,194	\$3,202,194	\$3,202,194	\$3,202,194	\$3,202,194
Estimated Annual Unit Cost (\$/1000 gal)	\$4.17	\$1.54	\$1.05	\$1.05	\$0.53
Estimated Annual Debt Service Charge ⁽³⁾					
Single-Family Home (18,000 gal/qtr.)	\$300	\$111	\$76	\$76	\$38
-Two-Family Home (27,000 gal/qtr.)	\$450	\$166	\$114	\$114	\$57

Notes:

- (1) Excludes prior Short Term financing obtained through CWSRF C6-6070-08-06 (\$35M).
- (2) Usage based on projected 2018 sewer usage (gallons) with the Oneida County Sewer District.
- (3) Debt service to be paid by customers within the Oneida County Sewer District
- (4) CWSRF C6-6070-08-15 is the basis for this Amendment No. 3 to the Preliminary Engineering Report in Support of Project Financing.



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

June 8, 2020

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

RE: 2020 – 2023 Sales Tax Extension

Honorable Members:

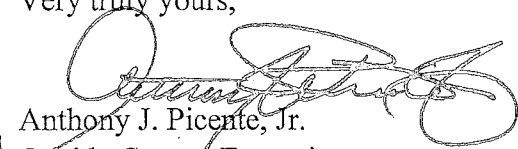
I enclose herewith an enacting resolution relative to Oneida County's need to extend its current additional 1% and .75% rates of sales tax.

I respectfully request the Board's approval of the enacting legislation attached herewith. In accordance with the new procedures established for Sales and Use Tax enabling legislation during the COVID-19 emergency, this enacting legislation has already been approved by the New York State Department of Taxation and Finance Counsel's Office.

I ask that you consider this request at your July 8, 2020 meeting. Thereafter, the adopted enacting legislation will be sent to the state for certification and recording.

Thank you for the Board's prompt attention to this request.

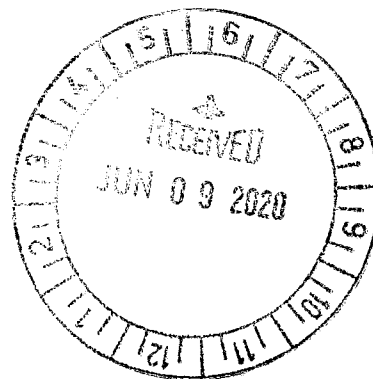
Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive

cc: Anthony Carvelli

FN 20 20-208

WAYS & MEANS





ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

June 9, 2020

FN 20 20-209

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

WAYS & MEANS

Re: Appointment of Commissioner of Personnel/Civil Service Commissioner

Honorable Members:

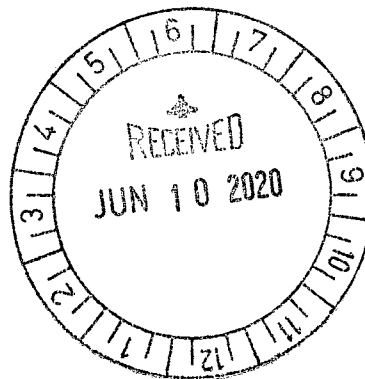
In accordance with Section 1401 of the Oneida County Charter, Section 1401 of the Oneida County Administrative Code, and Civil Service Law Section 15, I submit to you my appointment of Joseph M. Johnson as Commissioner of Personnel and Civil Service Commissioner. This appointment will be for a term of six (6) years pursuant to Civil Service Law § 15(1)(b) to commence on July 22, 2020.

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



Griffiss International Airport



660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

CHAD LAWRENCE
Commissioner of Aviation

June 5, 2020

FN 20 20-210

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

AIRPORT WAYS & MEANS

Re: Construction Observation and Administration Phase III Runway Reconstruction

Dear County Executive Picente,

Please consider acceptance of a consultant agreement with C&S Engineers in the amount of \$376,000.00.

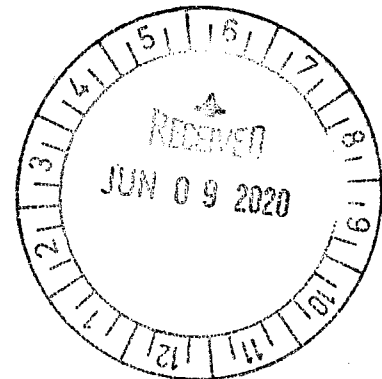
The project generally includes the second section of existing concrete runway reconstruction with an area of approximately 2,750 feet long by 200 feet wide. The project includes reconstruction of the runway shoulders at 35 feet wide.

We have received a Federal Aviation Administration grant to complete this work. Capital Account # H-565. Federal Aviation Administration Grant # 3-36-0119-51-20, NY State DOT grant 2905.50.

If you concur, please forward to the Board of Legislators for consideration at their next meeting.

Thank you for your assistance in this matter.

Chad Lawrence
Commissioner of Aviation



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

Anthony J. Picente, Jr.
County Executive

Date 6-9-20

Oneida Co. Department: Aviation

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS - SUMMARY**

Name of Proposing Organization: C&S Engineers, Inc
499 Col. Eileen Collins Boulevard
Syracuse New York 13212

Title of Activity or Service: Runway 15-33 Reconstruction Phase III

Proposed Dates of Operation: Upon execution through December 31, 2022

Client Population/Number to be Served: N/A

Summary Statements

- 1) Narrative Description of Proposed Services
- 2) The project includes construction observation & administration of the third section of existing concrete runway reconstruction of 2,750 feet long by 200 feet wide located at the Runway 15 end.
- 3) Program/Service Objectives and Outcomes: N/A
- 4) Program Design and Staffing: N/A

Total Funding Requested: \$376,000.00 Account # H-565

Oneida County Dept. Funding Recommendation: \$376,000.00

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

Federal: \$376,000.00 State: \$0 County: \$0

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This project is an FAA AIP project funded at 95% Federal, 5% NY State and 0% Oneida County.

CONSULTANT AGREEMENT

FOR

CONSTRUCTION OBSERVATION & ADMINISTRATION

OF THE

RUNWAY 15-33 RECONSTRUCTION PHASE III
PROJECT .

AT

GRIFFISS INTERNATIONAL AIRPORT
ONEIDA COUNTY
ROME, NEW YORK



ONEIDA COUNTY CONTRACT NO. H_____
FAA AIP NO. 3-36-0119-____-2020 (c)
NYS DOT NO. 2905.____ (c)
C&S PROJECT NO. 146.135.006

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**COST PLUS FIXED FEE CONSULTANT AGREEMENT
FOR
CONSTRUCTION OBSERVATION & ADMINISTRATION**

PROJECT: Runway Reconstruction – Phase III
Griffiss International Airport

This Agreement, made effective this _____ day of _____, 20____, is by and between the County of Oneida, a New York municipal corporation, having an address at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the "SPONSOR"), and C & S Engineers, Inc., a New York business corporation having its principal offices at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212 (hereinafter referred to as the "CONSULTANT").

WITNESSETH: That the SPONSOR and the CONSULTANT, for and in consideration of the mutual obligations set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

ARTICLE 1—DESCRIPTION OF SERVICES TO BE PERFORMED

The SPONSOR hereby retains the CONSULTANT because of its ability and reputation, and the CONSULTANT accepts such retention, to perform for the SPONSOR the services of the Project more particularly described in Schedule(s) "A", which is attached hereto and made a part hereof (the "Basic Services"). The SPONSOR's resolution or other authorization for retaining the CONSULTANT is attached hereto and made a part hereof as Schedule "E". The SPONSOR has completed a "Certification for Selection of Consultant" in connection with the execution of this Agreement, a copy of which is on file with the FAA.

ARTICLE 2—PROVISION FOR PAYMENT – TIME FOR PERFORMANCE

A. Basis for Payment—The SPONSOR shall pay the CONSULTANT, and the CONSULTANT shall accept, as full compensation for the performance by the CONSULTANT of the Basic Services under this Agreement, the following:

Item I: Direct Technical Salaries of all employees assigned to the Project on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all employees working part-time on the Project, all subject to audit. Overtime in accordance with the terms of this Agreement shall be charged under this Item.

The cost of Principals' salaries (or allowable portion thereof) included in Direct Technical Salaries during the period that they are working specifically on the Project (productive time) are eligible if their comparable time is also charged directly to other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost.

Item II—Actual Direct Nonsalary Costs incurred during the term of this Agreement, as defined in Schedule(s) "B", which is attached hereto and made a part hereof, all subject to audit.

Item III—Overhead Allowance based on agreed upon overhead during the term of this Agreement, as set forth in Schedule "C", which is attached hereto and made a part hereof.

Item IV—Fixed Fee—A negotiated lump sum fee, which in this Agreement shall equal \$44,127.64. This Fixed Fee is not subject to audit, and is not subject to review or modification unless the SPONSOR determines that such review or modification is justifiable and advisable.

A summary of the monies due the CONSULTANT under Items I, II, III, and IV is set forth in Schedule(s) "B".

Item V—In the event of any claims being made or actions being brought against the Project, the CONSULTANT agrees to render assistance to the SPONSOR in responding to the claim or action. Such assistance, and the costs associated therewith, shall be an Additional Service as described in Article 11 hereof.

- B. Partial Payments**—The CONSULTANT shall be paid in monthly progress payments based on actual allowable costs incurred during the month in accordance with Section "A" of this Article. Monthly invoices shall clearly identify the costs of the services performed. A percentage of the Fixed Fee described in Section "A", Item IV, of this Article shall be paid with each monthly progress payment. The percentage to be used in calculating the monthly payment under Section "A", Item IV, shall equal the ratio of the costs expended during the billing period to the maximum amount payable (exclusive of Fixed Fee) allocated to fulfill the terms of this Agreement as established herein.

Accounts of the CONSULTANT shall clearly identify the costs of the services performed under this Agreement and may be subject to periodic and final audit by the SPONSOR, the New York State Department of Transportation (NYSDOT), and the Federal Aviation Administration (FAA). Such an audit shall not be a condition for making partial payments.

- C. Final Payment**—Payment of the final invoice shall be made upon completion and acceptance of the Project by the SPONSOR, the NYSDOT, and the FAA.

The maximum amount payable under this Agreement, including the CONSULTANT's fixed fee, shall be \$376,000.00 unless there is a substantial change in the scope, complexity, character, or duration* of the Basic Services.

*Duration is applicable to construction observation only.

Execution of this Agreement by the SPONSOR and the CONSULTANT constitutes the SPONSOR's written authorization to the CONSULTANT to proceed as of the above-written date with the performance of Basic Services as set forth in Schedule(s) "A". The estimated time for completion of the Basic Services under this Agreement, subject to the provisions of the following paragraph and of Articles 11, 12 and 22 hereof, shall be as recorded in Schedule(s) "A".

If the SPONSOR fails to make any payment due the CONSULTANT for services and expenses within forty-five (45) days after receipt of the CONSULTANT's invoice therefor, then the CONSULTANT may, after giving seven (7) days' notice to the SPONSOR, suspend services under this Agreement until the invoice is paid. Upon payment in full by the SPONSOR, the CONSULTANT shall resume performance or furnishing of services under this Agreement, and the time schedule set forth in Schedule(s) "A" and compensation set forth in Schedule(s) "B" hereto shall be equitably adjusted to compensate for the period of suspension.

ARTICLE 3—STANDARD OF CARE, STANDARD PRACTICES, AND REQUIREMENTS

The standard of care for all engineering and related services performed or furnished by the CONSULTANT under

this Agreement shall be the care and skill ordinarily used by members of the CONSULTANT's profession practicing under similar conditions at the same time and in the same locality. Before beginning to perform or furnish any service hereunder, the CONSULTANT shall ascertain the standard practices of the SPONSOR, the NYSDOT, and the FAA, if any, for projects of a type similar to this Project. Where the CONSULTANT deems it practicable to do so, the services to be provided or furnished under this Agreement shall be performed in accordance with these standard practices as long as they are consistent with the standard of care. If any of these standard practices are inconsistent with the CONSULTANT's standard of care or are in conflict with one another, or if strict adherence to the same is impossible, then the CONSULTANT shall advise the SPONSOR of such conflict or impossibility. The CONSULTANT and the SPONSOR shall then meet to resolve such conflict or address such impossibility. In the event that such conflict cannot be resolved in consonance with the CONSULTANT's standard of care or such impossibility cannot be addressed in consonance with the CONSULTANT's standard of care, then the CONSULTANT and the SPONSOR shall terminate this Agreement and enter into a reformed Agreement with adjustments to the services to be performed and the compensation to be paid or terminate this Agreement pursuant to the terms and conditions set forth in Article 11 hereinafter.

ARTICLE 4—ENTIRE AGREEMENT

This Agreement, with its accompanying Schedule or Schedules and Addendum, constitutes the entire agreement between the SPONSOR and the CONSULTANT with respect to its subject matter, and supersedes any prior agreement, whether written or verbal, with respect to that subject matter. This Agreement may be amended or modified only by written instrument signed by the SPONSOR and the CONSULTANT.

ARTICLE 5—TAXES, ROYALTIES, AND EXPENSES

The CONSULTANT shall pay all taxes, royalties, and expenses incurred by the CONSULTANT in connection with performing its services under this Agreement, unless otherwise provided in Article 2.

ARTICLE 6—INDEMNIFICATION AND INSURANCE

- 6.1. Indemnification. The CONSULTANT agrees that it shall defend, indemnify and hold harmless the COUNTY from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the CONSULTANT and its subconsultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the CONSULTANT and its subconsultants or failure on the part of the CONSULTANT and its subconsultants to comply with any of the covenants, terms or conditions of this agreement.
- 6.2. Insurance Requirements. CONSULTANT shall procure and maintain during the life of the Agreement all the insurance required in this ARTICLE, and shall submit certificates for review and approval by COUNTY. The Notice to Proceed shall not be issued, and CONSULTANT shall not commence work in until such insurance has been approved by COUNTY. The certificates shall be on forms approved by COUNTY. Acceptance of the certificates shall not relieve CONSULTANT of any of the insurance requirements, nor decrease the liability of CONSULTANT. COUNTY reserves the right to require CONSULTANT to provide insurance policies for review by COUNTY. CONSULTANT grants COUNTY a limited power of attorney to communicate with CONSULTANT's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

- 6.3. Commercial General Liability Insurance. The CONSULTANT 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/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 (\$1,000,000.00). The CONSULTANT agrees to have the COUNTY added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear, and to provide the COUNTY with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show the COUNTY as an additional insured and to provide that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.
- 6.4. Professional Liability Insurance. The CONSULTANT shall maintain a professional liability policy, including errors and omissions, and will provide the COUNTY with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per incident and One Million Dollars (\$1,000,000.00) aggregate. The CONSULTANT agrees that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.
- 6.5. CONSULTANT shall maintain Auto Liability insurance in an amount equal to or greater than \$1,000,000.00 for the duration of this Agreement. The CONSULTANT agrees to have the COUNTY added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear, and to provide the COUNTY with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show the COUNTY as an additional insured and to provide that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.
- 6.6. Workman's Compensation insurance shall be procured and maintained by CONSULTANT in accordance with New York State Law.
- 6.7. CONSULTANT shall require any subconsultant to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the CONSULTANT in paragraphs 6.3, 6.4, 6.5, and 6.6 above.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the CONSULTANT or the SPONSOR beyond such as may legally exist irrespective of this Article or this Agreement.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the SPONSOR nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the SPONSOR and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

The provisions of this Article 6 shall survive termination or expiration of this Agreement.

ARTICLE 7—LABOR LAW REQUIREMENTS

The CONSULTANT, and any subconsultant or subcontractor retained by it in connection with the performance or furnishing of services under this Agreement, shall comply with the requirements of state or federal statutes, regulations, or orders applicable to the employment of employees, as set forth in Schedules "H", "I" and "J", which are attached hereto and made a part hereof.

ARTICLE 8—NONDISCRIMINATION PROVISIONS

During the performance of its services under this Agreement, the CONSULTANT, and any subconsultant, subcontractor, or vendor retained by it, shall comply with the nondiscrimination requirements set forth in Schedules "H" and "I" hereto, as applicable to this Project.

The CONSULTANT will include the provisions of Schedules "H", "I" and "J" in every subconsultant agreement, subcontract, or purchase order in such a manner that such provisions will be binding upon each subconsultant, subcontractor, or vendor as to operations to be performed within the State of New York. The CONSULTANT will take such action in enforcing such provisions of such subconsultant agreement, subcontract, or purchase order as the SPONSOR may direct, including sanctions or remedies for non-compliance. If the CONSULTANT becomes involved in or is threatened with litigation by a subconsultant, subcontractor, or vendor as a result of such direction by the SPONSOR, the CONSULTANT shall promptly so notify the SPONSOR's legal counsel, requesting such counsel to intervene and protect the interests of the SPONSOR.

ARTICLE 9—ASSIGNMENT REQUIREMENTS

The CONSULTANT specifically agrees that:

- A. It is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement or of its right, title, or interest herein, or its power to execute this Agreement, to any other person, company, or corporation without the previous consent in writing of the SPONSOR, the Commissioner of the NYSDOT, and the FAA.
- B. If this provision of the Agreement is violated, the SPONSOR may terminate this Agreement for cause in accordance with the provisions of Article 11. Furthermore, the SPONSOR shall be relieved from any liability and obligation hereunder to the person, company, or corporation to whom the CONSULTANT shall assign, transfer, convey, sublet, or otherwise dispose of this Agreement in violation of the foregoing paragraph (A), and such transferee shall forfeit and lose all monies assigned to it under this Agreement, except so much as

may be required to pay its employees.

ARTICLE 10—ADDITIONAL SERVICES

If authorized in writing by the SPONSOR through a Supplemental Agreement, the CONSULTANT shall furnish or obtain from others any service that is beyond the scope of Schedule(s) "A" ("Additional Services"). The scope and time for performance of, and payment from the SPONSOR to the CONSULTANT for, any Additional Services (which shall be on the basis set forth in Schedule(s) "B") shall be set forth in such Supplemental Agreement.

ARTICLE 11—ABANDONMENT OR AMENDMENT OF PROJECT AND TERMINATION

A. ABANDONMENT OR AMENDMENT OF THE PROJECT—The SPONSOR shall have the absolute right to abandon or to amend its Project or to change the general basis of performance at any time, and such action on its part shall in no event be deemed a breach of this Agreement. If the SPONSOR amends its Project or changes the general basis thereof, and the CONSULTANT is of the opinion that Additional Services are made necessary thereby, then provisions of Article 10 of this Agreement with respect to Additional Services shall apply. If the Sponsor abandons the Project, then the provisions of Paragraph B(1)(b) below shall govern payment to the CONSULTANT.

B. TERMINATION

The obligation to provide further services under this Agreement may be terminated:

1. For Cause:

- a. By either party upon thirty (30) days' prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as the result of such substantial failure if the party receiving notice begins, within seven (7) days after receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within thirty (30) days of such receipt; provided that, if and to the extent that such substantial failure cannot reasonably be cured within such thirty (30)-day period, and if the party has diligently attempted to cure the failure and thereafter continues diligently to cure the problem, then the cure period may, in the discretion of the terminating party, be extended to sixty (60) days after the receipt of notice.
- b. By the CONSULTANT upon seven (7) days' written notice if (a) the CONSULTANT believes that it is being requested by the SPONSOR to perform or furnish services contrary to or in conflict with the CONSULTANT's responsibilities as a licensed design professional or the standard of care set forth in Article 3 hereof; or (b) the CONSULTANT's services are delayed or suspended for more than ninety (90) days, consecutively or in the aggregate, for reasons beyond the CONSULTANT's control; or (c) the SPONSOR has abandoned, or is considered to have abandoned, the Project.

2. For convenience by the SPONSOR, effective upon the receipt of notice by the CONSULTANT.

C. PAYMENTS UPON TERMINATION

1. For Cause:

- a. By the SPONSOR: If the SPONSOR terminates this Agreement for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT and its subconsultants, subcontractors, and vendors through the completion of such phase shall

constitute total payment for such services. If the SPONSOR terminates this Agreement for cause during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in Schedule(s) "B". The CONSULTANT will also be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services to the extent that such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses.

- b. By the CONSULTANT: If the CONSULTANT terminates this Agreement for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed or furnished by the CONSULTANT and its subconsultants, subcontractors, or vendors through the completion of such phase shall constitute total payment for such services. The CONSULTANT shall also be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule(s) "B" measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

2. For convenience

- a. If the SPONSOR terminates this Agreement for convenience upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for convenience during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in Schedule(s) "B". Additionally, the CONSULTANT will be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services through the effective date of termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule(s) "B" measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

ARTICLE 12—SUSPENSION OF SERVICES

If the CONSULTANT's services hereunder are delayed or suspended, in whole or in part, by the SPONSOR for more than ninety (90) calendar days, consecutively or in the aggregate, through no fault of the CONSULTANT, then the CONSULTANT may consider the Project to have been abandoned by the SPONSOR and may terminate this Agreement for cause.

Upon the SPONSOR's resumption of its Project, and if the CONSULTANT has not terminated this Agreement for cause, the CONSULTANT shall resume its services under this Agreement until the services are completed and accepted, subject to any adjustment in the rates set forth in Schedule(s) "B" because of the passage of time.

ARTICLE 13—INTERCHANGE OF DATA

During the performance of this Agreement, all technical data in regard to the Project whether (a) existing in the office of the SPONSOR or (b) existing in the office of the CONSULTANT, shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 14—DISPOSITION OF PROJECT DOCUMENTS

At the time of completion of its services and upon payment in full therefor, the CONSULTANT shall make available to the SPONSOR copies of documents prepared as the result of this Agreement. These documents shall then become the property of the SPONSOR and the maintenance of the data therein shall be the sole responsibility of the SPONSOR. Any reuse of the documents by the SPONSOR or others on extensions of the Project, or on any other project, without written verification or adaptation by the CONSULTANT and its subconsultants, subcontractors, or vendors, as appropriate, for the specific purpose intended will be at the SPONSOR's sole risk and expense and without liability or legal exposure to the CONSULTANT or its subconsultants, subcontractors, or vendors. The SPONSOR shall indemnify the CONSULTANT, its subconsultants, subcontractors, and vendors against, and hold them harmless from, all claims, damages, losses, and expenses (including reasonable expert and attorneys' fees) arising out of or resulting from such reuse.

In the event that this Agreement is terminated for any reason, then within ten (10) days after such termination, the CONSULTANT shall make available to the SPONSOR all data and material prepared under this Agreement, including cover sheets, in accordance with and subject to the terms of the above paragraphs.

ARTICLE 15—CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any service under this Agreement is in conflict with the provisions of Section 74 of the New York State Public Officers' Law, as amended, and Schedule "G", which is attached hereto and made a part hereof.

ARTICLE 16—INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with its status as an independent contractor, shall conduct itself consistent with such status; shall neither hold itself out as nor claim to be an officer or employee of the SPONSOR by reason hereof; and shall not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the SPONSOR, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

ARTICLE 17—PATENT RIGHTS AND COPYRIGHTS

Any patentable result arising out of this Agreement, as well as all information, designs, specifications, know-how, data, and findings, shall be made available without cost to the State of New York or its licensees and the FAA for public use. No material prepared in connection with this Project shall be subject to copyright. The State and the FAA shall have the right to publish, distribute, disclose, or otherwise use any material prepared under this Project, subject to the provisions of Article 14 hereof.

ARTICLE 18—NEW YORK STATE PARTICIPATION

The services to be performed in this Agreement are included in a NYSDOT Project, which is being undertaken and accomplished by the SPONSOR and the State of New York and pursuant to which the State of New York has agreed to pay a certain percentage of the allowable Project costs. The State of New York is not a party to this Agreement and no reference in this Agreement to the Commissioner of Transportation or any representative thereof, or to any rights granted to the Commissioner of Transportation or any representative thereof or the State of New York by the Agreement, makes the State of New York a party to this Agreement.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the State of New York may from time to time inspect all Project documents for the purpose of insuring compliance with New York State laws and protecting the interests of the State of New York.

ARTICLE 19-FEDERAL PARTICIPATION

The FAA is not a party to this Agreement, although the Project work program covered by this Agreement may be financially aided in part by a Grant Agreement between the SPONSOR and the FAA. The SPONSOR and the CONSULTANT hereby agree to comply fully with the conditions set forth in detail in the Grant Agreement as though they were set forth in detail in this Agreement, including the requirements set forth in Schedules "G", and "H" hereto. The CONSULTANT further agrees that, by reason of complying with the conditions of the Grant Agreement, no obligation is entailed on the part of the FAA to the CONSULTANT.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the FAA may from time to time inspect all Project documents for the purpose of insuring compliance with Federal laws and protecting the interests of the FAA.

ARTICLE 20—MISCELLANEOUS

- A. The CONSULTANT shall require all persons employed to perform services hereunder, including its subconsultants or subcontractors, vendors, agents, officers, and employees, to comply with applicable laws in the jurisdiction in which the Project is located.
- B. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- C. By execution of this Agreement, the CONSULTANT represents that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining any approval of this Agreement.
- D. Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address set forth above (as modified in writing from time to time by such party), and shall be given personally; by registered or certified first-class mail, postage prepaid and return receipt requested; by facsimile transmission, with confirmation of receipt; or by a nationally-recognized overnight courier service, with proof of receipt. Notice shall be effective upon the date of receipt. For purposes of this Agreement, failure or refusal to accept receipt shall constitute receipt nonetheless. Either party may change its address for notice by giving notice to the other in accordance with the terms of this Paragraph.
- E. This Agreement, and the interpretation and enforcement of the provisions hereof, is governed by the laws of the State of New York.

- F. The SPONSOR acknowledges that:
- The CONSULTANT is not recommending any action to the SPONSOR or other obligated person hereunder that would cause the CONSULTANT to be considered a municipal advisor for purposes of the Securities and Exchange Commission Registration of Municipal Advisors Rule, 78 Fed. Reg. 67468 (2013);
 - The CONSULTANT does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 (15 U.S.C. 78o-4) to the SPONSOR or other obligated person with respect to the information and material contained in this Agreement or any Project deliverable; and
 - The SPONSOR or other obligated person should discuss any information and material contained in this Agreement or Project deliverable with any and all internal or external advisors and experts that the SPONSOR or other obligated person deems appropriate before acting on this information or material.
- G. As the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the Project Contractor's method of determining prices, or over competitive bidding or market conditions, the CONSULTANT's opinions of probable Project Costs and Construction Costs, if required as part of the Scope of Services for the Project, are to be made on the basis of experience and qualifications and represent the CONSULTANT's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the CONSULTANT cannot and does not guarantee that proposals, bids, or actual Project Costs or Construction Costs will not vary from opinions of probable cost prepared by the CONSULTANT.

ARTICLE 21 — SUBCONSULTANTS/SUBCONTRACTORS

All subconsultants and subcontractors performing services for or work on this Project shall be bound by the same required provisions of this Agreement as is the CONSULTANT. As set forth above, all agreements between the CONSULTANT and a subconsultant, subcontractor, or vendor shall include all standard required contract provisions, and such agreements shall be subject to review by the NYSDOT and the FAA.

ARTICLE 22 — FORCE MAJEURE

Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including, but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; loss of utility services; blizzard; flood; fire; labor unrest; strikes; war; riot; or any cause the party is unable to prevent with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay. Additionally, if the delay resulting from any of the foregoing increases the cost of or time required by the CONSULTANT to perform its services hereunder in an orderly and efficient manner, then the CONSULTANT shall be entitled to an equitable adjustment in schedule and/or compensation.

ARTICLE 23 — DISPUTE RESOLUTION

- A. SPONSOR and the CONSULTANT agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them prior to exercising their right under the following paragraph. The thirty-day (30) period may be extended upon mutual agreement of the parties.

- B. If any dispute cannot be resolved pursuant to the above paragraph, and only if mutually agreed by SPONSOR and CONSULTANT, said dispute and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or the breach of any provision hereof ("disputes") shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to a party initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding. The cost of mediation shall be shared equally between the parties.
- C. Any dispute that cannot be resolved pursuant to Paragraphs A and B above shall be adjudicated by a court of competent jurisdiction in Oneida County, New York.

IN WITNESS WHEREOF, this Agreement has been executed by the SPONSOR, acting by and through the County Executive, who has caused the seal of his or her office to be affixed hereto, and by the CONSULTANT, acting by and through a duly-authorized officer, effective the day and year first above-written, subject to the approval of the Commissioner of the NYSDOT, the State Comptroller, and the FAA.

SPONSOR
ONEIDA COUNTY, NEW YORK

CONSULTANT
C & S ENGINEERS, INC.

By: _____
Hon. Anthony J. Picente, Jr.

By: Kirsten A. Cerro
Kirsten A. Cerro, P.E.

Title: County Executive

Title: Service Group Manager, Eastern Region Aviation

Date: _____

Date: April 24, 2020

Oneida County Attorney

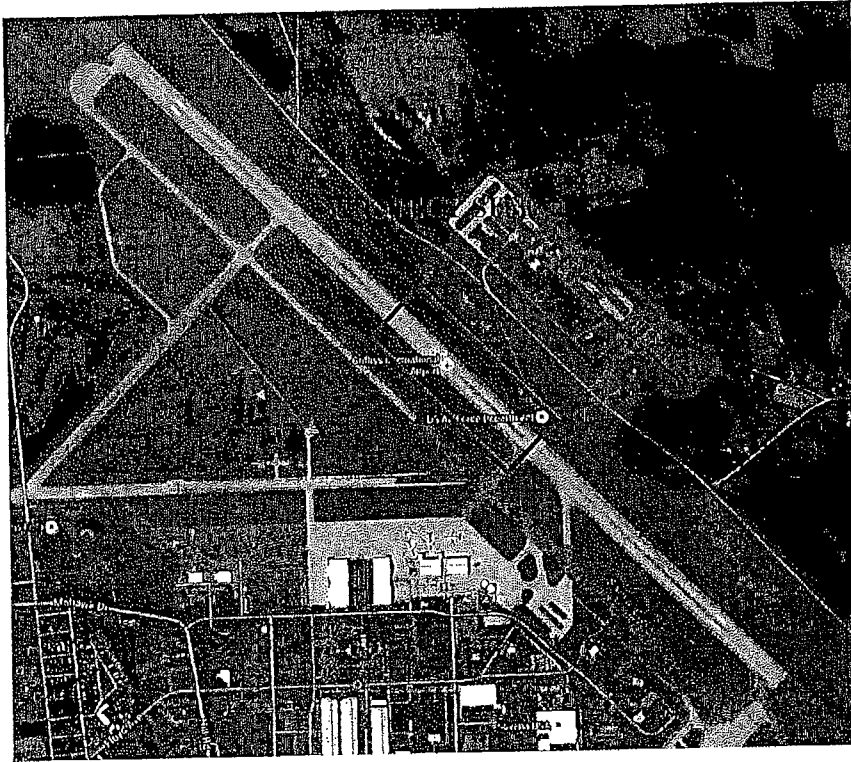
SCHEDULE A

SCOPE OF WORK - INSPECTION

Project Title: Runway Reconstruction – Phase III
Airport Name: Griffiss International Airport
Services Provided: Construction Observation & Administration

Project Description:

The CONSULTANT shall provide the following services, including construction contract administration and full-time construction observation, during construction of the Runway Reconstruction – Phase III project. The Project will be constructed by the SPONSOR with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) and the New York State Department of Transportation (NYSDOT).



This project includes the third section of concrete runway reconstruction with an area of approximately 2,750 feet long by 200 feet wide, located at the midpoint of the runway. The project includes reconstruction of the runway shoulders at 35 feet wide. Project tasks include profile cold milling, concrete excavation, concrete pavement rubblizing, bituminous asphalt pavement, underdrain installation, turf grading, pavement markings, runway grooving and runway lighting and signage upgrades and modifications.

CONSULTANT shall provide the following services:

CONSTRUCTION CONTRACT ADMINISTRATION PHASE

The Construction Contract Administration Phase shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the NYSDOT and the FAA during the construction of the Project. Construction Contract Administration includes the following services:

1. Provide consultation and advice to the SPONSOR during construction, including the holding of a pre-construction conference, weekly construction coordination meetings, and other meetings required during the course of construction. Prepare and distribute minutes of all meetings.
2. Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
3. Review alternative construction methods proposed by the Contractor and advise the SPONSOR of the impact of these methods on the schedule and quality of the Project.
4. Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the SPONSOR in resolving contractor claims and disputes.
5. Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the SPONSOR when necessary.
6. Furnish the SPONSOR one reproducible set of the record drawings for the completed Project taken from the annotated record drawings prepared by the resident inspector based upon Contractor-provided information.
7. Prepare reimbursement request packages; coordinate their execution by the SPONSOR; and submit to the funding agencies.
8. Conduct pre-final and final inspections of the completed Project with the SPONSOR's airport personnel, the FAA, and the Contractor.
9. Issue certificates of construction completion to the SPONSOR, the FAA, and the NYSDOT.
10. Perform an orderly closeout of the Project as required by the SPONSOR, the FAA, and the NYSDOT.
11. Provide assistance to the SPONSOR as a witness in any litigation that may arise from the development or construction of the Project. Payment for this service will be as stated in Article 2(A), Item V, of the CONSULTANT Agreement for the Project, of which this Schedule forms a part.

CONSTRUCTION OBSERVATION PHASE

The construction observation phase shall consist of construction observation by a full-time resident engineer and senior inspector and supporting staff who will also:

1. Maintain a Project record in accordance with the Manual of Uniform Record Keeping (MURK) requirements of the NYSDOT for aviation capital projects.
2. Review documents and submissions by Contractor(s) pertaining to scheduling and advise the SPONSOR as to their acceptability.

3. Observe the Work to determine general conformity with the Contract Documents and to ascertain the need for correction or rejection of the Work. Neither the activities of the resident engineer or inspector and/or supporting staff nor the presence of any of them at a construction/Project site shall relieve Contractor nor make Consultant responsible for, Contractor's obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the Work in accordance with the Contract Documents and any health or safety precautions or measures required by regulatory agencies.
4. Attend and conduct pre-construction, pre-paving and pre-installation conferences; weekly progress meetings; and final inspection of the completed Project.
5. Observe testing and inspection. Arrange for, conduct, or witness field, laboratory, or shop tests of construction materials as required by the plans and specifications for the Project; monitor the suitability of materials on the Project site or brought to the Project site to be used in construction; interpret the contract plans and specifications and check the construction activities for general compliance with the design intent; measure, compute, or check quantities of Work performed and quantities of materials in-place for partial and final payments to the Contractor.
6. Prepare and submit inspection reports of construction activity and problems encountered as required by the SPONSOR, the NYSDOT, and the FAA.
7. Prepare, review, and approve monthly and final payments to Contractor(s).
8. Prepare and implement a Quality Control and Assurance Plan as required by the FAA for monitoring material requirements and properties throughout the course of construction.

The CONSULTANT agrees to perform the services in the Construction Observation Phase of this Project during the construction contract period, estimated to be as follows:

Pre-Construction: Senior Construction Supervisor, 1 days @ 8 hrs/day
 Principal Engineer, 1 days @ 8 hrs/day
 Resident Engineer, 6 days @ 8 hrs/day
 Senior Inspector, 6 days @ 8 hrs/day

Inspection: Senior Construction Supervisor, 9 days @ 8 hrs/day
 Principal Engineer, 8 days @ 8 hrs/day
 Resident Engineer, 30 days @ 12 hrs/day (day shift)
 Resident Engineer, 30 days @ 12 hrs/day (night shift)
 Senior Inspector, 30 days @ 12 hrs/day (day shift)
 Senior Inspector, 30 days @ 12 hrs/day (night shift)

Post-Construction: Senior Construction Supervisor, 5 days @ 8 hrs/day
 Principal Engineer, 1 days @ 8 hrs/day
 Resident Engineer, 14 days @ 8 hrs/day
 Senior Inspector, 14 days @ 8 hrs/day

RESPONSIBILITIES/DUTIES OF INSPECTION STAFF

In general, the on-site inspection staff is responsible for monitoring construction activity on a project and documenting their observations in a formal project record.

The following are the records and duties of the inspection staff:

1. Keep Daily Project Diary and Reports
2. Monitor Submittals and Maintain Submittal Log
3. Monitor Requests for Information (RFIs) and Maintain RFI Log
4. Schedule / Coordinate 3rd party Construction Material Testing and Project Monitoring
5. Preparation of FAA Weekly Reports
6. Review Subcontractor approval forms
7. Conduct Wage Rate Interviews with prime/subcontractors employees
8. Conduct Project meetings with Sponsor and Contractors and prepare and disseminate minutes
9. Collect and monitor weekly payrolls for Davis Bacon Act Compliance
10. Review and Recommend Periodic Payment Requests from Contractor
11. Preparation and review of Change Orders/Force Account Work

The Resident Inspector will assist the SPONSOR and Contractor regarding construction activity as it relates to aircraft operations and coordination of Notice to Airmen (NOTAMS) as required.

END OF SCHEDULE



**ARCHITECTURAL/ENGINEERING
COST SUMMARY
SCHEDULE "B"
INSPECTION PHASE**

PROJECT NAME: RUNWAY RECONSTRUCTION PHASE III
PROJ DESCRIPTION CENTER PORTION OF RUNWAY 15-33

DATE: 07-Apr-20
A/E: C & S ENGINEERS, INC.
PROJECT NO: 146.135.006
C&S CONTACT: R. NAPOLITANO

CLIENT: ONEIDA COUNTY, NY
CLIENT MANAGER: CHAD LAWRENCE

I. ESTIMATE OF DIRECT SALARY COSTS:

TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	ESTIMATED HOURS	ESTIMATED COST
A. SENIOR VICE PRESIDENT	\$144.20	\$141.10	X	0	\$0.00
B. VICE PRESIDENT	\$123.60	\$119.50	X	0	\$0.00
C. SERVICE GROUP MANAGER	\$103.00	\$88.60	X	16	\$1,417.60
D. DEPARTMENT MANAGER	\$87.60	\$78.30	X	60	\$4,698.00
E. MANAGING/CHIEF ENGINEER	\$75.20	\$61.80	X	0	\$0.00
F. PRINCIPAL ENGINEER	\$77.30	\$67.00	X	80	\$5,360.00
G. SR. PROJECT ENG/ARCH/ENV SCIENTIST	\$70.00	\$56.70	X	0	\$0.00
H. PROJECT ENG/ARCH/ENV SCIENTIST	\$54.60	\$44.80	X	40	\$1,792.00
I. SENIOR PROJECT DESIGNER	\$48.40	\$35.50	X	0	\$0.00
J. ENGINEER/ARCHITECT	\$44.30	\$40.20	X	0	\$0.00
K. STAFF ENGINEER	\$39.10	\$36.10	X	48	\$1,732.80
L. SENIOR DESIGNER	\$34.00	\$31.40	X	0	\$0.00
M. DESIGNER	\$36.10	\$29.90	X	0	\$0.00
N. CADD OPERATOR/DESIGN TECHNICIAN	\$29.90	\$25.80	X	24	\$619.20
O. TECHNICAL ADMINISTRATOR	\$40.20	\$26.80	X	0	\$0.00
P. SENIOR PROGRAM COORDINATOR	\$51.50	\$43.30	X	40	\$1,732.00
Q. GRANTS ADMINISTRATOR	\$45.30	\$30.90	X	80	\$2,472.00
R. ASSISTANT GRANTS ADMINISTRATOR	\$43.30	\$28.30	X	0	\$0.00
S. SENIOR CONSTRUCTION SUPERVISOR	\$82.40	\$77.30	X	120	\$9,276.00
T. CONSTRUCTION SUPERVISOR	\$66.40	\$54.60	X	0	\$0.00
U. RESIDENT ENGINEER	\$56.70	\$49.40	X	880	\$43,472.00
V. CHIEF INSPECTOR	\$55.90	\$38.10	X	0	\$0.00
W. SENIOR INSPECTOR	\$54.60	\$36.10	X	880	\$31,768.00
X. INSPECTOR	\$48.40	\$33.00	X	0	\$0.00
Y. SENIOR TECHNICAL ADMINISTRATOR	\$56.70	\$39.10	X	160	\$6,256.00
TOTAL ESTIMATED DIRECT SALARY COST:					\$110,595.60

II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -
(AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE OF DIRECT SALARY COST):

166.00% \$183,588.70

III. SUBTOTAL OF ITEMS I & II:

\$294,184.30

IV. ESTIMATE OF DIRECT EXPENSES:

A. TRAVEL, BY AUTO:	140 TRIPS @	100 MILES/TRIP @	\$0.575	=	\$8,050.00
B. TRAVEL, ON SITE, BY AUTO:	30 DAYS @	10 MILES/DAY @	\$0.575	=	\$172.50
C. MISCELLANEOUS:				=	\$615.56

TOTAL ESTIMATE OF DIRECT EXPENSES: \$8,838.06

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$44,127.64
B.	DIRECT EXPENSES:	0%	(OF IV.)	<u>\$0.00</u>
TOTAL FIXED FEE:				\$44,127.64

VI. SUBCONTRACTS:

A.	ESTIMATE OF CUT & FILL SURVEYS:				\$5,000.00
B.	ESTIMATE OF CONSTRUCTION TESTING SERVICES:				
1	ASPHALT TECHNICIAN (PLANT):	20	DAYS @	\$750.00 =	\$15,000.00
2	SOILS/SUBBASE TECHNICIAN:	10	DAYS @	\$750.00 =	\$7,500.00
3	MECHANICAL ANALYSIS:	6	EACH @	\$50.00 =	\$300.00
4	LABORATORY PROCTORS:	6	EACH @	\$175.00 =	\$1,050.00
TOTAL ESTIMATED CONSTRUCTION TESTING SERVICES:					<u>\$23,850.00</u>

VII. TOTALS:

A.	ESTIMATE OF MAXIMUM TOTAL COST FOR INSPECTION SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:	\$376,000.00
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SCHEDULE "C"

C&S ENGINEERS, INC AGREED OVERHEAD

Indirect Labor	13,833,871	80%
P/R Taxes & Benefits	5,563,283	32%
Legal & Accounting	235,447	1%
Rent & Maintenance	2,263,483	13%
Utilities	129,165	1%
Office Supplies	685,114	4%
Telephone/Internet	666,017	4%
Professional Activity	217,843	1%
Business Development	393,061	2%
Auto & Truck Expenses	892,789	5%
Insurance	644,954	4%
Office Equipment Rent / Maintenance	2,282,451	13%
Library & Reference Data	249,547	1%
Depreciation	774,903	4%
TOTAL INDIRECT EXPENSES	28,831,928	166%
TOTAL DIRECT LABOR	17,350,990	

SCHEDULE E

(RESOLUTION TO BE INSERTED)

SCHEDULE G

I hereby certify that I am the Manager of the Eastern Region Aviation Department and a duly authorized representative of the firm of C&S Engineers, Inc., whose address is 499 Col. Eileen Collins Blvd., Syracuse, NY, and that neither I nor the above firm I here represent has:

- A. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Contract.
- B. agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- C. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this Contract, involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable state and Federal laws, both criminal and civil.

April 24, 2020

Date



Kirsten A. Cerro, P.E.

Service Group Manager, Eastern Region Aviation

END OF SCHEDULE

SCHEDULE H
AIRPORT AID PROGRAM

A/E SERVICES REQUIRED FEDERAL CONTRACT PROVISIONS

For purposes of this schedule the term "Contractor" or "Consultant" shall refer to "Consultant" as that term is defined in the Agreement to which this schedule is attached.

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Sponsor will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Sponsor reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Sponsor elects to terminate the contract. The Sponsor's notice will identify a specific date by which the Contractor must correct the breach. Sponsor may proceed with termination of the contract if the Contractor fails to correct the breach by deadline indicated in the Sponsor's notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS - TITLE VI ASSURANCES.

Title VI Solicitation Notice:

The Sponsor in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts, and authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed \$150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contractor receives from Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. Sponsor encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, Sponsor encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award

documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

TERMINATION OF CONTRACT

Termination for Convenience-The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Contractor. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Contractor must immediately discontinue all services affected. Upon termination of the Agreement, the Contractor must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Contractor under this contract, whether complete or partially complete. Sponsor agrees to make just and equitable compensation to the Contractor for satisfactory work completed up through the date the Contractor receives the termination notice. Compensation will not include anticipated profit on non-performed services. Sponsor further agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default-Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Sponsor:** The Sponsor may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Sponsor approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Sponsor agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the contract.

In the event of termination due to Sponsor breach, the Engineer is entitled to invoice Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Sponsor agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R.

list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

END OF SCHEDULE

SCHEDULE I

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS

A. Standard Clauses For All New York State Contracts (Appendix A).

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **Executory Clause.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **Non-Assignment Clause.** In accordance with Section 138 of the State Finance Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **Comptroller's Approval.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$5,000 (\$20,000 for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.
4. **Worker's Compensation Benefits.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **Non-Discrimination Requirements.** In accordance with 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, age, disability 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, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239, thereof, Contractor agrees that neither it nor its Subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen

who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. Wage and Hours Provisions. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its Subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. Non-Collusive Bidding Requirement. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. International Boycott Prohibition. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).
9. Set-Off Rights. The State shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. Records. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of

New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. Identifying Information and Privacy Notification:

(a) Federal Employer Identification Number and/or Federal Social Security Number. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employee identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. Equal Employment Opportunities For Minorities And Women. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(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 or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status, and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

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

Contractor will include the provisions of "a", "b", and "c", above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. **Conflicting Terms.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
14. **Governing Law.** This contract shall be governed by the laws of the State of New York except where the federal supremacy clause requires otherwise.
15. **Late Payment.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.
16. **No Arbitration.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.
17. **Service of Process.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), contractor hereby consents to service of process upon it be registered or certified mail, return receipt request. Service hereunder shall be complete upon contractor's

actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. Prohibition on Purchase of Tropical Hardwoods. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.
19. Macbride Fair Employment Principles. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.
20. Omnibus Procurement Act of 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St --7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from: NYS Department of Economic Development Division of Minority and Women's Business Development 30 South Pearl St --2nd Floor Albany, New York 12245 Telephone: 518-292-5250 Fax: 518-292-5803 <http://www.empire.state.ny.us>
The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million: a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State; (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended; (c) The

Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. Reciprocity And Sanctions Provisions. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.
22. Compliance with New York State Information Security Breach and Notification Act. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).
23. Compliance with Consultant Disclosure Law. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.
24. Procurement Lobbying. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.
25. Certification of Registration To Collect Sales And Compensating Use Tax By Certain State Contractors, Affiliates And Subcontractors. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

END OF SCHEDULE

SCHEDULE J

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 (c.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
DEPARTMENT OF PLANNING
 Boehlert Center at Union Station
 321 Main St., Utica NY 13501
 Phone: (315) 798-5710 Fax: (315) 798-5852

ANTHONY J. PICENTE, JR.
 County Executive

JAMES J. GENOVESE II
 Commissioner

June 5, 2020

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

EN 20 20-211

**ECONOMIC DEVELOPMENT
 & TOURISM**

Dear County Executive Picente:

WAYS & MEANS

The attached Amendment modifies the Consultant Agreement for professional services needed to update the transportation plan and atlas for the Herkimer- Oneida Counties Transportation Study (HOCTS). The existing Consultant Agreement has a term of July 1, 2019 to June 30, 2020 and a not-to-exceed fee of \$ 119, 500.

Phase I has been completed and produced Going Places the 2020-2040 Long-Range Transportation Plan for HOCTS. Phase II is the Transportation Atlas. The Transportation Atlas will complement Going Places and conveys transportation data in a way that becomes a tool to facilitate economic development and discussions with the public.

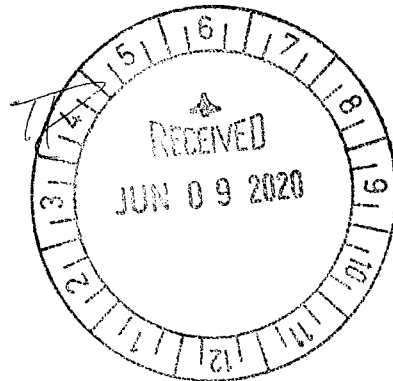
As a result of the COVID-19 pandemic, there has been a substantial change in the ability of the parties to perform, leading to a change in project scheduling. The Amendment changes the Project Summary of the Consultant Agreement to state that Phase II shall be completed by June 30, 2021, instead of June 30, 2020, and changes the termination date to June 30, 2021 from June 30, 2020.

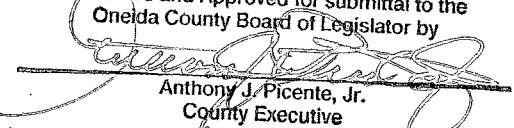
The budget for the study is \$119,500 and will remain unchanged. The Consultant has been compensated for all Phase I tasks, and the current amount budgeted for Phase II tasks is Twenty-Four Thousand Fifty-Two dollars and Ninety-Seven cents (\$24,052.97). The total payable pursuant to the Consultant Agreement remains unchanged.

This project is fully funded by the Federal Highway Administration of the U.S. Dept. of Transportation. This project will be of no cost to Oneida County. Oneida County is the designated host of HOCTS and is responsible for all legal matters and the execution of all contracts. The completion of the scope and content of technical work for the study is the responsibility of the HOCTS, as the primary agency overseeing the study and work of the Consultant. Dana Crisino, HOCTS Director, and I would be pleased to discuss this matter with you at your convenience. If this Amendment meets with your approval, please execute the same.

Sincerely,


 James Genovese
 Commissioner



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

 Anthony J. Picente, Jr.
 County Executive
 Date 6-9-20

CC:
 Comptroller
 County Attorney
 Budget

Oneida Co. Department: Planning/HOCTS

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

Transpo Group USA, Inc.
12131 113th Avenue, Suite 203
Kirkland, Washington 98034

Title of Activity or Service:

Amendment to term of Consultant Agreement

Proposed Dates of Operation:

Upon execution for a period through 6/30/2021

Client Population/Number to be Served:

Metropolitan Planning Area (Oneida and Herkimer County) for the Herkimer-Oneida Counties Transportation Study.

Summary Statements

- 1) **Narrative Description of Proposed Services:** Amendment extends term and project schedule for 12 months due to delays caused by the COVID-19 pandemic. The purpose of the 2020-2040 Long Range Transportation Plan (LRTP) Update & Transportation Atlas for the Herkimer-Oneida Counties Transportation Study – Metropolitan Planning Organization is to complete a LRTP 2020-2040 update that, (i) meets the minimum requirements, and is prepared in the manner, set forth in 49 U.S.C. 5303, (ii) is compliant with MAP-21, the FAST Act, and all applicable Federal, State laws, rules, regulations, and guidance, (iii) is cost feasible, and (iv) can be implemented by the appropriate local and State transportation agencies.
- 2) **Program/Service Objectives and Outcomes:** Phase I has been completed and produced *Going Places* the 2020-2040 Long-Range Transportation Plan for HOCTS. Phase II is the Transportation Atlas. The Transportation Atlas will complement *Going Places* and conveys transportation data in a way that becomes a tool to facilitate economic development and discussions with the public. The Amendment provides that Phase II will be completed by June 30, 2021 instead of June 30, 2020.
- 3) **Program Design and Staffing:** Consultant based study. Dana Crisino, Transportation Program Manager/ HOCTS Director will manage the study and contract.

Total Funding Requested: \$0

Account # A4505 (Expenses)
 # A5630.495 (Revenue)

Oneida County Dept. Funding Recommendation: \$0

Proposed Funding Sources (Federal \$/ State \$/County \$): Federal. NO COUNTY FUNDS involved.

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: There is currently \$24,052.97 remaining in the budget to fund Phase II.

**AMENDMENT TO
CONSULTANT AGREEMENT FOR THE 2020-2040 LRTP UPDATE &
TRANSPORTATION ATLAS FOR THE HERKIMER-ONEIDA COUNTIES
TRANSPORTATION STUDY - METROPOLITAN PLANNING ORGANIZATION**

This Amendment to the Consultant Agreement for the 2020-2040 LRTP Update & Transportation Atlas for the Herkimer-Oneida Counties Transportation Study – Metropolitan Planning Organization (this “Amendment”) made on this ____ day of _____, 2020, is made by and between the Herkimer-Oneida Counties Transportation Study (the "HOCTS") through its host, the County of Oneida (the “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, and Transpo Group USA, Inc. (the "Consultant"), a foreign business corporation licensed to conduct business in the State of New York, with its principal place of business located at 12131 113th Avenue NE, Suite 203, Kirkland, Washington (collectively referred to as the “Parties”).

WHEREAS, the Parties hereto entered into an agreement for the Consultant to update the transportation plan and atlas of the HOCTS that was fully executed on June 17, 2019, County contract no. 86207 (the “Consultant Agreement”), a copy of which is annexed hereto as Exhibit A; and

WHEREAS, as a result of the COVID-19 pandemic, there has been a substantial change in the ability of the Parties to perform, leading to a change in project scheduling; and

WHEREAS, the Parties wish to amend the Consultant Agreement in order to account for such change;

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

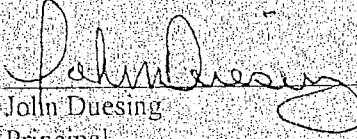
1. The Phase I tasks described in the Consultant Agreement have been completed.
2. The Project Summary of the Consultant Agreement shall be amended to state that Phase II shall be completed by June 30, 2021, instead of June 30, 2020.
3. The Term of the Consultant Agreement shall be amended to state that it shall be in effect from until June 30, 2021, instead of June 30, 2020.
4. The Consultant has been compensated for all Phase I tasks, and the current amount budgeted for Phase II tasks is Twenty-Four Thousand Fifty-Two dollars and Ninety-Seven cents (\$24,052.97). The total payable pursuant to the Consultant Agreement remains unchanged.
5. All other terms and conditions of the Consultant Agreement shall remain the same and are in full force and effect.

IN WITNESS WHEREOF, this Amendment has been duly executed and signed by:

Oneida County

Transpo Group USA, Inc.

Anthony J. Picente, Jr.
County Executive



John Duesing
Principal

Date _____

Date

6-1-20

Approved

Linda Lark, Esq.
Assistant County Attorney

Exhibit A

Oneida County Contract Tracking Sheet

Contract #	88207	Code	New	Prior #	Dept # HOCTS2019-02
Vendor	Transpo Group USA, Incorporated			Type:	Consultant
Starts on Contract Execution:	<input type="checkbox"/>	Start Date	7/1/2019	End Date	6/30/2020

Department:	Appropriation Acct(s):	Revenue Code:	Contract Amount:
Planning	A4505	A5630,495	\$119,500.00

Contact Person:

Dajã Crislio

Consultant to complete the 2020-2040 Long Range Transportation Plan (LRTP) Update & Transportation Atlas for the Herkimer-Oneida Counties Transportation Study - Metropolitan Planning Organization.

1) County Attorney:	Date	Item Number
Approval as to Form:	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	5/1/2019
Contract Amount Over \$50,000:	YES <input checked="" type="checkbox"/> NO <input 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:

Complies with procurement policy section 1-102 Insurance is acceptable.

Date: 5/1/2019

Initials: LBL

2) Budget Director

Comments:

Returned to the County Attorney's Office,

Date: 05/06/2019

Initials: TBK

3) Final Review County Attorney

Comments:

Date: 5/6/2019

Initials: ALC a/b/o PMR

4) Sent to Board of Legislators

(contract to be held in Law Dept.)

Sent Date:

5/9/19

Approval Date:

6/12/19

Resolution Number:

179

Sent to County Executive for Signature

Date:

6/17/19



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

April 24, 2019

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

Dear County Executive Picente:

The attached Agreement is for professional services needed to update the transportation plan and atlas for the Herkimer-Oneida Counties Transportation Study (HOCTS).

The objective is to complete a Long Range Transportation Plan (LRTP) update for the 2020-2040 time period that (i) meets the minimum requirements and is prepared in the manner set forth in 49 U.S.C. 5303; (ii) is compliant with MAP-21, the FAST Act, and all applicable Federal and State laws, rules, regulations, and guidance; (iii) is cost feasible; and (iv) can be implemented by the appropriate local and State transportation agencies. Due to FHWA requirements, the LRTP update must be completed and submitted by December 31, 2019. A Review Committee evaluated the two proposals received, and awarded Transpo Group USA, Incorporated as it received the highest score and proposed the lowest price.

To facilitate meeting the FHWA deadline of December 31, 2019 for the adoption of the LRTP, the project will be split into two phases. Phase I – LRTP Update: The updated document may be restructured, including rearranging content, merging chapters, separating sections, modifying the format, and adding content. The LRTP Update must be comprehensive and include pedestrian facilities, bicycle facilities, transit, and highway modes of transportation. It must include short and long-term strategies and actions that lead to the development of an integrated intermodal transportation system that facilitates the movement of people and goods. Phase II – Transportation Atlas: The atlas document will reflect all information from Phase I. The Transportation Atlas will convey the data in a way that is user-friendly, interesting, and useful in discussions regarding the future of the two-county transportation system.

The Agreement has a term of July 1, 2019 to June 30, 2020 and a not-to-exceed fee of \$119,500. It is fully funded by the Federal Highway Administration, with no cost to Oneida County. Oneida County, as the designated host of the HOCTS, is responsible for the execution of all contracts.

Dana Crisino, HOCTS Director, and I would be pleased to discuss this matter with you at your convenience. If this Agreement meets with your approval, please forward to the Board of Legislators for its consideration.

Sincerely,

Regina A. Venettozzi
Interim Commissioner

CC: Comptroller, County Attorney, Budget

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. 179

INTRODUCED BY: Messrs. Welsh, D'Onofrio
2ND BY: Mr. Davis

RE: APPROVAL OF A CONSULTANT AGREEMENT BETWEEN ONEIDA COUNTY, AS HOST AGENCY FOR THE HERKIMER-ONEIDA COUNTIES TRANSPORTATION STUDY, AND TRANSPOR GROUP USA, INC.

WHEREAS, This Board is in receipt of a Consultant Agreement between Oneida County, as host agency for the Herkimer-Oneida Counties Transportation Study (HOCTS), and Transpo Group USA, Inc. to provide an updated Long Range Transportation Plan and Transportation Atlas for HOCTS, and

WHEREAS, Pursuant to the terms of the Consultant Agreement, Transpo Group USA, Inc. will complete an updated Long Range Transportation Plan and Transportation Atlas as required for Metropolitan Planning Organizations (MPO) and required by CFR 49 U.S.C. 5303, and

WHEREAS, The Agreement shall be for a term commencing July 1, 2019 and ending June 30, 2020, for an amount not to exceed \$119,500.00, Federally funded, and

WHEREAS, In accordance with Oneida County Charter Section 2202, said Agreement must be approved by the Oneida County Board of Legislators, now, therefore, be it hereby

RESOLVED, That the Oneida County Board of Legislators hereby authorizes and approves a Consultant Agreement between Oneida County, as host agency for the Herkimer-Oneida Counties Transportation Study, and Transpo Group USA, Inc., for a term commencing July 1, 2019 and ending June 1, 2020.

APPROVED: Economic Development & Tourism Committee (May 16, 2019)
Ways and Means Committee (June 12, 2019)

DATED: June 12, 2019

Adopted by the following vote:

AYES 22 NAYS 0 ABSENT 1 (Mr. Goodman)

**CONSULTANT AGREEMENT
FOR THE 2020-2040 LRTP UPDATE & TRANSPORTATION ATLAS FOR THE
HERKIMER-ONEIDA COUNTIES TRANSPORTATION STUDY – METROPOLITAN
PLANNING ORGANIZATION**

This Agreement made this 1st day of July, 2019 by and between the **Herkimer-Oneida Counties Transportation Study** (hereinafter called the “HOCTS”) through its host the **County of Oneida** (hereinafter called the “County”), a municipal corporation organized and existing under the laws of the State of New York, with its office and place of business at 800 Park Avenue, Utica, New York, and **Transpo Group USA, Inc.** (hereinafter called the “Consultant”), a foreign business corporation licensed to conduct business in the State of New York, with its principal place of business located at 12131 113th Avenue NE, Suite 203, Kirkland, Washington, (each a “Party” and collectively the “Parties”).

WITNESSETH

WHEREAS, the County is the designated host of the HOCTS and as such, is responsible for the execution of all contracts; and

WHEREAS, the HOCTS issued a Request for Proposals soliciting firms able to provide transportation planning services in support of the HOCTS’ Unified Planning Work Program (UPWP) Task 44.23.01.10 Long Range Transportation Plan Update; and

WHEREAS, after review of all proposals received, the Consultant was found to be the most qualified and was awarded the project by the HOCTS; and

NOW, THEREFORE it is agreed as follows:

PROJECT SUMMARY:

The objective of this project is to complete a Long-Range Transportation Plan Update (LRTP Update) that: (i) meets the minimum requirements and is prepared in the manner set forth in 49 U.S.C. 5303; (ii) is compliant with MAP-21, the FAST Act, and all applicable Federal, and State laws, rules, regulations, and guidance; (iii) is cost feasible; and (iv) can be implemented by the appropriate local and State transportation agencies. The project will be split into two phases.

For Phase I – LRTP Update: must be comprehensive and include pedestrian facilities, bicycle facilities, transit, and highway modes of transportation. It must include short-term and long-term strategies and actions that lead to the development of an integrated intermodal transportation system that facilitates the movement of people and goods. **Phase I shall be completed prior to December 31, 2019**, to comply with FHWA regulations for Long-Range Transportation Plans.

For Phase II – Transportation Atlas: must reflect all information from Phase I. The Transportation Atlas will convey the data in a way that is user-friendly, interesting, and useful in discussions regarding the future of the two-county transportation system. **Phase II shall be completed by June 30, 2020.**

DOCUMENTS FORMING THIS AGREEMENT:


1. Schedule A – General Provisions
 - a. Article I – Terms and Conditions
 - b. Article II – Insurance
 - c. Article III – Billing Policy
2. Schedule B – Scope of Services
3. Schedule C – Budget
4. Schedule D – Deliverables
5. Schedule E – Oneida County Required Clauses
6. Schedule F – NYS Required Clauses
7. Schedule G – Federal Required Clauses
8. Schedule H – Other Federal Contract Requirements
9. Schedule I – Supplemental Title VI Provisions (Civil Rights Act)

FEE: The Consultant shall be compensated, pursuant to the terms contained herein, a fee which shall not exceed **One Hundred Nineteen Thousand Five Hundred Dollars (\$119,500)**. This project is fully funded by the Federal Highway Administration of the U.S. Dept. of Transportation.

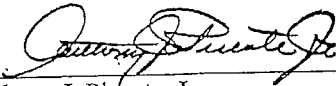
TERM: This Agreement shall be in effect from July 1, 2019 to June 30, 2020.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.


CONSULTANT:

By: 
Mike Swenson
Principal

COUNTY:

By: 
Anthony J. Picente, Jr.
County Executive

Approved:

By: 
Linda Bylica Lark
Assistant County Attorney

SCHEDULE A
GENERAL PROVISIONS

ARTICLE I - TERMS AND CONDITIONS

1. GOVERNING LAW:

This Agreement shall be construed and enforced in accordance with the laws of the State of New York. The Parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

2. ENTIRE AGREEMENT/AMENDMENT:

This Agreement constitutes the entire Agreement between the parties hereto, and no statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein, shall be binding or valid, and this Agreement shall not be changed, modified, or altered in any manner except by an instrument in writing executed by the parties hereto.

3. HOCTS REPRESENTATIVE:

The HOCTS Director, Dana R. Crisino, will serve as the point of contact for the Consultant in regard to this Agreement and Consultant's services and obligations hereunder.

4. CONSULTANT'S PERSONNEL:

The Consultant shall designate in writing to the County the name and contact information of the person that will be coordinating all of the services to be rendered by the Consultant and who shall be the HOCTS' normal point of contact with the Consultant on matters relating to such services. Such individual shall be replaced upon the HOCTS's written request.

5. SUPERVISION BY THE HOCTS:

The services to be performed by the Consultant under this Agreement shall be subject to the general supervision and direction of the HOCTS on behalf of the County. Neither the exercise nor failure to exercise supervision and direction shall relieve the Consultant of any of its obligations or responsibility for its acts or failures to act in regard to this Agreement.

6. CONSULTANT AS INDEPENDENT CONTRACTOR:

Notwithstanding any other provisions of this Agreement, the Consultant's status (and that of any sub-consultant) shall be that of an independent contractor and not that of an agent or employee of the County or the HOCTS. Accordingly, officers, agents, directors and employees of the Consultant, or any sub-consultants, in accordance with the status of the Consultant as an independent 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 County or the HOCTS by reason thereof, and they will not by reason thereof, make any claim, demand or application to, or for, any right or privilege applicable to an officer or employee of the County or the HOCTS, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit. Additionally, no officer, agent, director or employee of the Consultant, or any sub-consultants shall hold themselves out as or claim to be, acting in the capacity of an employee or agent of the County or the HOCTS.

7. INDEMNIFICATION:

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

8. NO BROKER:

The Consultant represents that it has not employed any person, corporation, or partnership, to solicit or procure this Agreement, and has not made, and will not make, any payment or agreement for the payment of any commission, percentage, brokerage, or contingent fee, or other compensation in connection with the procurement of this Agreement.

9. CONFLICT OF INTEREST: The Consultant represents that:

- a. The Consultant has not now, and will not acquire, any interest, direct or indirect, present or prospective, in the project to which the Consultant's work relates or in the real estate which is the subject of the project, or in the immediate vicinity thereof, and has not employed and will not knowingly employ, in connection with work to be performed hereunder, any person or entity having any such interest during the term of this Agreement.
- b. No officer, employee, agent, or director of the County or the HOCTS, or any of their subsidiaries shall be permitted to share any benefit to arise here from.
- c. No officer, employee, agent or director of the County or the HOCTS, or any of their subsidiaries shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested; nor shall any officer, agent, director or employee of the County or the HOCTS, or any of its subsidiaries have any interest, direct or indirect, in this Agreement or in the proceedings thereof.
- d. The Consultant shall cause, for the benefit of the County, on behalf of the HOCTS, every contract or agreement with any Subcontractor to include

representations contained in subsections (a), (b), (c) of this Section 9. The Consultant will take such action in enforcing such provisions as the County, acting on behalf of the HOCTS, may direct, or at its option, assign such rights as it may have to the County, acting on behalf of the HOCTS, for enforcement by the County, acting on behalf of the HOCTS.

10. ASSIGNMENT BY THE CONSULTANT:

The Consultant agrees that it shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or its rights under this contract, title or interest in and/or to the same nor any part thereof nor the power to execute such contract to any other person, company or corporation without the prior written consent of the County.

11. APPROVAL OF SUB-CONSULTANTS:

The Consultant shall utilize only the sub-consultants named in its proposal, and identified below:

Cambridge Systematics, Inc.

The Consultant shall not enter into a contract or use the services of any consultant, special contractors, or other third parties (collectively referred to as the sub-consultants), in connection with the performance of its obligations under this Agreement without the prior written consent of the HOCTS. The Consultant shall inform the HOCTS, in writing, of the name, proposed service to be rendered, and compensation of the sub-consultant, and of any interest, it may have in the proposed sub-consultant a minimum of 30-days prior to desired utilization period of sub-consultant.

12. APPROVALS OR ACCEPTANCE BY THE HOCTS:

Whenever an action is to be taken, or approval or acceptance given, by the HOCTS, such action or approval or acceptance shall be deemed to have been taken or given only if so taken or given in writing by the HOCTS's Director. The HOCTS shall notify the Consultant of the giving or withholding of each such approval or acceptance within a reasonable period of time. The HOCTS' acceptance or approval of any specifications, drawings, plans, reports, or other materials prepared by the Consultant hereunder shall in no way relieve the Consultant of responsibility for such materials.

13. NOTICE OF DELAYS:

The Consultant shall promptly give written notice to the HOCTS of the occurrence of an event, action, or condition that may delay completion of the work (or extend the Completion Date). Under no circumstances shall additional monies be made available to the Consultant for delays or cost overruns.

14. COMPENSATION:

The County shall pay the Consultant for services rendered, established in the Scope of Services, as detailed in Schedule B. The County shall only issue payment to the Consultant upon the successful completion, indicated by the approval of the HOCTS, of the deliverables as detailed in Schedules B and D (hereinafter called the "Deliverables"). The Consultant shall receive payment for services rendered and be reimbursed for

eligible expenses incurred only after the County, acting on behalf of the HOCTS, has reviewed and approved the request for payment.

15. EXECUTORY CLAUSE:

It is understood by and between the parties hereto that this Agreement shall be deemed executory to the extent of monies appropriated and available and for the purpose of this Agreement and no liability on account thereof shall be incurred by the County or the HOCTS beyond monies actually appropriated and made available for the purpose hereof.

16. TERMINATION:

It is agreed by all Parties that conditions and remedies for termination of this Agreement are outlined in Schedule G, Federal Required Clauses.

17. CONSULTANT TO OBTAIN PERMITS, ETC.:

Except as otherwise instructed in writing by the County, acting on behalf of the HOCTS, the Consultant shall obtain and comply with all legally required licenses, consents, approvals, orders, authorizations, permits, restrictions, declarations, and filings required to be obtained either by the County, acting on behalf of the HOCTS, or by the Consultant, in connection with this Agreement.

18. OWNERSHIP OF DOCUMENTS, DELIVERABLES, AND OTHER MATERIALS:

All originals and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, and other documents or materials, including electronic data files, required to be furnished by the Consultant under this Agreement, including drafts, reproduction copies thereof, and all ArcGIS databases, mapping, and graphics, shall be and remain the property of the HOCTS and the County, and the HOCTS shall have the right to publish, transfer, sell, license, and use all or any part of such reports, plans, drawings, specification, and other documents without payment of any additional royalty, charge, or other compensation to the Consultant. Upon request of the HOCTS during any stage of the work, the Consultant shall deliver all such materials to the HOCTS. All products developed for the purpose of this planning project (studies, graphics, etc.) and delivered to the County or the HOCTS shall become the property of the County or the HOCTS. "Deliverables" shall include any tangible property, including software media, delivered to the County or the HOCTS under this Agreement. Except for commercial, off-the-shelf-type products where the license for such products is contained in the applicable product itself, the County and the HOCTS shall have exclusive unlimited ownership rights to all Deliverables developed.

19. CONFIDENTIALITY:

The Consultant hereby agrees that all data, recommendations, reports, and other materials developed in the course of this study are strictly confidential between the Consultant and the HOCTS, and the Consultant may not at any time reveal or disclose such data, recommendations, or reports, in whole or in part, to any third party without first obtaining permission from the HOCTS. Notwithstanding the preceding sentence, the Consultant shall cooperate fully with such third parties as the HOCTS may designate by written request. Such cooperation shall include making available to such parties' data, information, and reports used or developed by the Consultant in connection with this study.

20. NO WAIVER:

No failure by the County, acting on behalf of the HOCTS, to insist on the strict performance of any term or condition of this Agreement or to exercise any right or remedy consequent upon breach thereof, and no acceptance of full or partial performance during the continuance or any such breach, shall constitute a waiver of any such breach or such term or condition. No term or condition of this Agreement to be performed or complied with by the Consultant, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by the County, acting on behalf of the HOCTS. No waiver or any breach shall affect or alter this Agreement, but each and every term and condition of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach thereof.

ARTICLE II - INSURANCE

1. INSURANCE:

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

- a. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - ii. The County (for purposes of this form, specifically named as "Oneida County"), the HOCTS, the State of New York, and any other parties required by the County or the HOCTS, 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.
- b. Workers' Compensation and Employer's Liability
 - i. Statutory limits apply.
- c. Business Automobile Liability ("Auto") with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. The County, the HOCTS, the State of New York, and any other parties required by the County or the HOCTS shall be included as an additional insured on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional

insureds.

- d. Professional Liability ("PL") coverage, including errors and omissions, with limits of insurance of not less than \$2,000,000 each occurrence and \$2,000,000 annual aggregate. (An umbrella or excess liability policy may be utilized to attain these PL limits).
- e. Waiver of Subrogation: the Consultant waives all rights against the County, the HOCTS and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by CGL, Auto, Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
- f. Certificates of Insurance: Prior to the start of any work, the Consultant shall provide certificates of insurance to the County, the HOCTS and the State of New York. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of the Consultant's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

ARTICLE III - BILLING POLICY

1. COMPENSATION:

The Consultant is required to submit detailed documentation in support of the Consultant's payment request. All invoices and their accompanying documentation must be forwarded to:

Herkimer-Oneida Counties Transportation Study
Boehlert Center at Union Station
321 Main Street
Utica, NY 13501

Documentation of work performed by the Consultant's employees shall include copies of time records showing the number of hours worked on the study or other forms as deemed acceptable by the County, acting on behalf of the HOCTS. The HOCTS will review all payment requests and provide notice and documentation to the County when the voucher is ready for payment.

Services rendered and costs incurred which are disallowed for payment shall be disallowed for reimbursement payment by the HOCTS to the Consultant and notification of the adjusted payment reimbursement will be provided to the Consultant.

2. INVOICES/VOUCHER:

All requests for payment shall be made using the County's current invoice/voucher form.

Out-of-pocket expenses should be delineated on any invoices by general category. The

consultant must submit supporting documentation for each individual expense category.

All invoices shall contain a statement that the Consultant certifies under the pains and penalties of perjury that all work for which payment is requested has been performed and such performance is in full compliance with the provisions of this Agreement.

3. NON-REIMBURSABLE:

- (a) Insurance
- (b) Valet Services
- (c) Personal expenses of any type
- (d) Expenses paid for any County or HOCTS employees
- (e) Alcoholic Beverages

4. EQUIPMENT AND SUPPLIES:

Where this Agreement allows reimbursement for equipment and supplies, the Consultant must supply the following detailed documentation:

- a. Receipts of suppliers' invoices for costs of all commodities, equipment and supplies, insurance, and other items. Invoices must show quantity, description, and price (less applicable discounts and purchasing agent's commission).
- b. Title to all equipment purchased pursuant to this Agreement is vested in the County. The County or the HOCTS has the option of claiming any or all of such equipment.

5. GENERAL:

- (a) All receipts must be legible. Illegible receipts will not be reimbursed.
- (b) Whenever possible, original receipts should be presented for reimbursement.
- (c) The County is exempt from all sales and usage taxes within New York State. A copy of the County's certificate of tax exemption may be obtained for the purposes of this project.
- (d) Costs disallowed for whatever reason are not eligible for reimbursement to the Consultant.

At any time or times until five (5) years after completion of the Consultant's services or earlier termination of this Agreement, the County may have the vouchers and statements of consultant's costs audited. Each payment theretofore made shall be subject to reduction for amounts included in the related voucher that is found, on the basis of such audit, not to constitute allowable cost. Any such payment may be reduced for overpayments, or increased for underpayment, as the case may be.

SCHEDULE B
SCOPE OF SERVICES

Phase I: LRTP Update

➤ *Task I.I - Project Kickoff and Detailed Work Program*

The Detailed Work Program will be drafted and reviewed collaboratively with the HOCTS Steering Committee at the Project Kickoff meeting.

Deliverables:

Work program detailing the Services and the Project Schedule to include:

- Dates for all deliverables, activity start and completion dates, milestones important to maintaining the Project Schedule.
- Schedule for LRTP Advisory Group meetings and progress briefings.

➤ *Task I.II - Develop Socio-Economic Data and Data Collection/ Analysis*

This Task will involve applying a combination of local knowledge and quantitative expertise, though the specific balance struck between the two can vary. We will discuss the pros/cons and data requirements of more judgment-oriented approaches and more growth-model oriented approaches, and will follow the HOCTS' guidance regarding which to choose for this project. As requested in the RFP, we will either prepare demographic forecasts that are 'native' at the TAZ level, or if the raw data for projections is at the Town level we will allocate it to TAZ level using GIS data on zoning, environmental constraints, infrastructure provision, etc. We will acknowledge, and ensure consistency where it is in the best interests of the HOCTS region to do so, regional and statewide projections, and plans.

Deliverables:

- Approved socioeconomic data input to be incorporated into the Transportation Demand Model for the MPA;
- LRTP Advisory Group briefing summaries;
- Socio-economic analysis of current and future trends and outlooks for Oneida and Herkimer Counties.

➤ *Task I.III - Develop and Update LRTP*

This effort will build on analysis of Existing and projected Future "Business-as-Usual" conditions in the HOCTS region, in a scenario in which the HOCTS' policies and investment strategy remain as currently programmed. Review of the following documents to catalog and organize goals, objectives, performance measures, and targets that are relevant or required elements of the LRTP update:

- The updated Planning Factors published by FHWA.
- Existing planning studies and documents that make up New York State's suite of performance-based planning products (e.g., the goals and strategies included in the New York State Strategic Highway Safety Plan; performance measures and targets in NYSDOT's Highway Safety Improvement Program Annual Report; goals, objectives, measures and targets in the New York Highway Safety Plan; the NYSDOT Transportation Asset Management Plan; the New York State Freight Mobility Plan; NYSDOT's Regional ITS Architecture Guidance Document; NYSDOT's System Performance Report and associated performance reports that contain reliability and system performance data).
- Transit Asset Management Plans and transit asset management and state of good repair performance targets published by transit operators in the HOCTS Planning Area, including those published by CENTRO.
- Relevant plans published by state agencies in adjacent domains including NYSEERDA's State Energy Plan and the "ClimAID Report" (formally titled Responding to Climate Change in New York).
- Relevant regional and local plans including prior LRTP documents prepared by the HOCTS, municipal Comprehensive Plans, and county-level planning documents.

Deliverables:

- Draft updated LRTP with performance measures and other applicable Federal requirements;
- Revised Goals and Objectives.

➤ *Task I.IV – Public Outreach*

Public outreach was designed into the metropolitan transportation planning process to ensure that Federal transportation investment would be undertaken in ways that match the needs of the affected communities. Thus it is best conceived not a stand-alone Task, but rather a continuing program of engagement with stakeholder communities throughout the LRTP development process.

Consultant shall produce stand-alone website for the LRTP. Its purpose will be to 1) communicate relevant project information to the public, 2) offer a more interactive learning experience for those interested in planning for the future, 3) foster a convenient and creative environment for the collection of public input on the LRTP, and 4) serve as translation tool for LEPs.

The Consultant shall prepare materials (flyers, posters, etc.) for all outreach activities (two (2) open houses, four (4) pop-up public outreach events, and one (1) public hearing) spread throughout Oneida and Herkimer counties.

Public outreach will be carried out in coordination with the HOCTS Public participation Plan and will make all reasonable efforts for inclusion of minority, vulnerable, and limited English proficiency populations in the transportation planning process.

Public outreach may extend to Phase II, as such one open house and two pop-up public events may be moved within the schedule to accommodate this.

Deliverables:

- Project website with form for receiving public input, hosted for the duration of the LRTP update (with control and administration transferred to the HOCTS afterwards);
- Presentation materials for two open houses and four pop-up outreach events
- Two Open Houses (to be staffed by Consultant's team)
- Four pop-up public outreach events (to be staffed by the HOCTS staff)
- Formal outreach/engagement with state and local resource, land management, and environmental agencies

➤ *Task I.V – Financial Feasibility*

This task will address financial feasibility analysis and prioritize projects for implementation in the next five years (2020-2024 TIP), the fiscally-constrained portion of the 25+ year LRTP, or the “vision” element of the LRTP. The revenue projections will complement capital and operating/maintenance cost estimates for projects proposed as part of packages advanced from the draft LRTP.

The revenue component of the financial plan will include the following:

- Annual operating/maintenance and repair budgets;
- Annual safety program budgets;
- Local sources of revenue from general funds;
- Federal and State sources of revenue;
- User fees;
- Other sources of revenue deemed reasonable by the HOCTS staff.

We will look at historic Federal, State, and local transportation funding levels and annual variation to estimate potential risks to availability or levels of these sources in the future, and to support the reasonableness of our revenue projections marry our revenue projections with well-supported project cost estimates. With these revenue and cost projections in hand, we will apply a straightforward, systematic project prioritization methodology.

For purposes of presenting the project priorities in the Implementation Plan portion of the LRTP, we will describe packages of projects that, together, will help the HOCTS achieve discrete policy goals and objectives.

Deliverables:

- Establish a financial plan and program of projects that are fiscally constrained and reflective of the goals and policies utilizing financial projections (as provided by NYSDOT and other sources), assumptions on Federal funding trends, considering conclusions developed in the LRTP Update, and noting environmental justice and other associated impacts.

➤ *Task I.VI – Completion of LRTP Update*

After drafting the LRTP and performing the financial analysis, the next effort of the LRTP preparation will be to prepare the final LRTP. The goal of the final approved LRTP Update is that it will be written in clear, concise, and straightforward language accessible to members of the public.

Deliverables:

- Final draft of the LRTP Update subject to MPO committee comment;
- All associated documentation of process and products in original electronic format for the HOCTS records;
- Final LRTP Update for presentation to Governmental Policy and Liaison Committee;
- Executive Summary of the LRTP Update in English and four (4) additional LEP languages (as previously identified).

Phase II: Transportation Atlas

Preparation of the HOCTS-region Transportation Atlas will occur in early 2020, after completion of the LRTP update, as to meet the FHWA imposed deadline for the HOCTS to have an approved LRTP by December 31, 2019.

➤ *Task II.I – Develop the Transportation Atlas*

The comprehensive atlas styled book will be an intuitive, user-friendly resource for the general public and elected officials to better understand their transportation system. The transportation atlas can be used for reference by member jurisdictions as an educational resource. The Atlas will include all elements and data of the LRTP.

○ *Sub-task A – Visioning*

This will involve liaising with the HOCTS and the Steering Committee to confirm our understanding of particulars regarding the intended audience, content type, etc.

○ *Sub-task B – Preparation of Outline*

Preparation of a sketch outline of the Atlas, including section headings, approximate word counts, and preliminary locations of tables and figures.

- *Sub-task C – Preparation of Draft Content*
Preparation of first draft of the Atlas' text content and individual tables/ figures/ infographics, and seek feedback/ input from the HOCTS and the Steering Committee.
- *Sub-task D – Preparation of a Designed Atlas*
Final design of the final Atlas document. Two versions will be prepared, one optimized for web-browsing and one for hard copy format.
- *Sub-task E – Completion of Transportation Atlas*
The atlas will be finalized in large-scale, hard copy, print format (Adobe Creative Suite). Layout and design will be compatible with a web-based publishing format.

General notes regarding the scope:

- Weekly status phone calls with the HOCTS Director (or designee);
- Detailed subtask-level schedule to be prepared in Task 1.1, as part of Detailed Work Program;
- During LRTP Phase (2019), monthly project meetings will be held in conjunction with when other meetings take place (Open Houses, Public Hearing) project meetings for efficiency;
- To adhere to schedule, comments from the HOCTS and Steering Committee review of LRTP to be received within two weeks;
- Open houses will be coordinated between Consultant and the HOCTS staff for dates;
- Pop-up public outreach events to be staffed by the HOCTS and held at the HOCTS' convenience;
- Public Hearing to be held between Sept – Nov 2019 (after draft LRTP, but before final LRTP);
- The HOCTS to brief Consultant Project Manager on public feedback after events.

SCHEDULE C
BUDGET

PRIME CONSULTANT: Transpo Group USA, Incorporated			
	WORK TASK	HOURS	COST
Task I	Project Kick-off & Detailed Work Program	.26	\$ 3,480
	Develop Socio-Economic Data and Data		
Task I.II	Collection/ Analysis	136	\$ 20,160
Task I.III	Develop and Update LRTP	56	\$ 10,080
Task I.IV	Public Outreach	124	\$ 21,320
Task I.V	Financial Feasibility	4	\$ 720
Task I.VI	Completion of LRTP Update	22	\$ 4,200
Task II.I	Develop the Transportation Atlas	143	\$ 22,330
	Sub-Task A		
	Visioning		
	Sub-Task B		
	Preparation of Outline		
	Sub-Task C		
	Preparation of Draft Content		
	Sub-Task D		
	Finalization of Designed Atlas		
SUB-CONSULTANT: Cambridge Systematics			\$ 31,172
Lead Task 5 & Support Task 2			

REIMBURSABLE EXPENSES:			
	Business Meals		\$ 250
	Mileage		\$ 500
	Printing Transportation Atlas (to be contracted by local DBE firm)		\$ 2,000
	Shipping/Courier		\$ 250
	Web hosting		\$ 250
	Travel Expenses		\$ 2,000
	Cost + 15%		\$ 6,038

TOTAL BUDGET: \$ 119,500

SCHEDULE D
DELIVERABLES

Generally, the Consultant will be required to provide:

- a. Digital formats of any reports or graphics (Microsoft platform or Adobe Suite platform);
- b. Any data, data sets, analysis reports, inventories, and similar type materials in Microsoft platform-based format;
- c. All mapping developed will be in ESRI/ArcGIS format and provided to the County and the HOCTS at the conclusion of the project. Which includes electronic files and hard copy printed mapping;
- d. Two (2) copies of the draft plan for staff review;
- e. Five (5) digital copies of the final draft report suitable for partner agency review;
- f. The consultant shall provide final work products to the County and the HOCTS in the following format:
 - 1) Graphic documents. Graphic documents shall be printed or plotted on paper and delivered to the County and the HOCTS (one reproducible copy only). When completed these documents shall be delivered to the County and the HOCTS on a CD-ROM/ USB flash drive (one copy only) in a digital format. Upon request and at an additional cost to the consultant only, the consultant will provide additional sets of high-quality reproductions of the graphics documents in an appropriate printed format.
 - 2) Written documents. One reproducible and unbound copy of all written documents shall be printed on paper in a manner appropriate for reproduction. This document shall be digitally stored in an appropriate computer format (Microsoft and/or Adobe) and will be provided to, and become the property of the County and the HOCTS on a CD-ROM or USB flash drive. The report will be converted into a read-only format (*.pdf), sized such that online consumption of the material is possible.

All deliverables are identified by the task in the full Scope of Services located in Schedule B.

SCHEDULE E

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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.

Updated: 11/8/2018

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the

Contractor will not discriminate against any employee or applicant for employment 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, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the

aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain

such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction,

demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify

in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: gsa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

STANDARD CLAUSES FOR NYS CONTRACTS

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the

certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

IRAN DIVESTMENT ACT

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

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

Federally Required Clauses

Fly America Requirements – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Buy America Requirements – Applicability – Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000)

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content. A bidder or offeror shall submit appropriate Buy America certification to the the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Charter Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

School Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third Party Participant that has operated school bus service in violation of FTA's School Bus laws and regulations, FTA may: (1) Require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

Cargo Preference - Use of US-Flag Vessels – Applicability – Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.) c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

Seismic Safety – Applicability – Construction of new buildings or additions to existing buildings. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Energy Conservation – Applicability – All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

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Clean Water – Applicability – All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Bus Testing – Applicability – Rolling Stock/Turnkey

Contractor [manufacturer] shall comply with 49 USC A5323(c), applicable amendments of Map-21, and FTA's implementing regulation 49 CFR 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award & Post-Delivery Audit Requirements – Applicability – Rolling Stock/Turnkey

Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

- 1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:
 - A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
 - B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
 - C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
 - D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

Lobbying – Applicability – Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports – Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition

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threshold currently set at \$100,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes – Applicability – All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Bonding Requirements – Applicability – For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:
 - (1) 50% of the contract price if the contract price is not more than \$1 million;
 - (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (3) \$2.5 million if the contract price is more than \$5 million.
- d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Bid Bond Requirements (Construction)

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

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The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.
Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

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1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment (as provided in Item X below), furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

Clean Air – Applicability – All contracts over \$100,000

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.
Recycled Products – Applicability – All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Davis-Bacon and Copeland Anti-Kickback Acts – Applicability – Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over \$2,000

(1) Minimum wages – (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is

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performed in the classification. (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the grantee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section. (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under

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section 1001 of title 18 and section 231 of title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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(10) Certification of Eligibility - (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

Contract Work Hours & Safety Standards Act - Applicability - Contracts over \$100,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

No Government Obligation to Third Parties - Applicability - All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts - Applicability - All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination - Applicability - All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract

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delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions

If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the

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recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government-wide Debarment and Suspension (Nonprocurement) – Applicability – Contracts over \$25,000

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements – Applicability - When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements– Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

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a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employee". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26. (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment

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Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General, Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes, While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd - 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Branches and Dispute Resolution – Applicability – All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State. Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a

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waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Patent and Rights Data – Applicability – Research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual or to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contracts Involving Experimental, Developmental, Or Research Work.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work: (1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added: (a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. (b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. 1. Any subject data developed under that contract, whether or not a copyright has been obtained; and 2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA. (c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects. (d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government. (e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent. (f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work. (g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA. (3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. (4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large

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business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Transit Employee Protective Provisions – Applicability – Contracts for transit operations except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor shall comply with applicable transit employee protective requirements as follows:

(a) Transit Employee Protective Requirements for Projects Authorized by 49 USC 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with FTA assistance authorized by 49 USC 5311, the contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program that is most current, and any alternative comparable arrangement specified by U.S. DOL for application to the project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revision thereto. [New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et. Seq., August 13, 2008.]

(2) Contractor shall also include any applicable requirements in each subcontract involving transit operations financed in whole or in part with FTA assistance.

Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Section 1101(b) of Map-21, 23U.S.C. § 101 note, Title 49, Code of Federal Regulations, Part 26, and 49 U.S.C. § 5332 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offers will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt payment - Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in

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the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Drug & Alcohol Abuse and Testing – Applicability – Operational service contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by MAP-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

SCHEDULE H

OTHER FEDERAL AND CONTRACT REQUIREMENTS

(For purposes of this Schedule, the Consultant is the "contractor" referred to herein.)

1. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES:
The contractor shall comply with federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.
2. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS:
No members of, or delegates to, the US Congress shall be admitted to any share or part of this Agreement nor to any benefit arising therefrom.
3. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS:
Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for a contractor pursuant to this Agreement. If the contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this Agreement.
4. ENVIRONMENTAL PROTECTIONS:
Federal laws imposing environmental and resource conservation requirements for the project: Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.S.C. chapter 53. The U.S. EPA, FHWA, and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable federal laws and regulations in effect now or that become effective in the future.
5. GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA:
Any project activities involving spatial data or geographic information systems activities financed with federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

SCHEDULE 1

SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT) (For purposes of this Schedule, the Consultant is the "contractor" referred to herein.)

All references to the Federal Highway Administration below shall be understood to refer to the Federal Transit Administration as well; and the most current issuance of Federal Transportation Legislation governing programs of the United State Department of Transportation.

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. COMPLIANCE WITH REGULATIONS:

The contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. NONDISCRIMINATION:

The contractor, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. SOLICITATION FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND OTHER EQUIPMENT:

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

4. INFORMATION AND REPORTS:

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. SANCTIONS FOR NONCOMPLIANCE:

In the event of the contractor's noncompliance with the nondiscrimination provisions of this Agreement, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies and/or
- b. Cancellation, termination, or suspension of this Agreement, in whole or in part.

6. INCORPORATION OF PROVISIONS:

The contractor shall include the provisions of paragraphs (1) through (6) of this Schedule D in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

May 15, 2020

FN 20 20-212

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Attached are two (2) copies of an Agreement between Oneidas County through its Health Department and The Network for Children's Speech, Occupational and Physical Therapy, LLC for the provision of Preschool Special Education Services for preschool aged children with disabilities.

Under section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner of Education of the State of New York, municipalities mandated to provide payment for special education services rendered to eligible preschool aged children with disabilities. The Network for Children's Speech, Occupational and Physical Therapy, LLC has been approved by the Commissioner of Education of the State of New York to provide Preschool Special Education Services.

This Agreement commences July 1, 2020 and shall continue through June 30, 2024. We anticipate the total reimbursement to this provider will be \$850,000.00 for the term of the Agreement.

The Department is asking that this Agreement be approved as a template for use with all contracted Preschool Special Education Services providers. The Department engages in continuous recruitment for providers for this service in an effort to meet the increasing need. The total cost for Preschool Special Education Services for all providers for the five-year term is estimated to be \$17,731,500.00. If this meets with your approval, please forward to the Board of Legislators for further action.

Sincerely,

Phyllis D. Ellis HB

Phyllis D. Ellis, BSN, MS, FACHE
Director of Health

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

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

Date 5-28-20

CM

Oneida Co. Department: Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

The Network for Children's Speech,
Occupational and Physical Therapy, LLC.
171 Intrepid Lane
Syracuse, NY 13205

Title of Activity or Service:

Preschool Special Education Services

Proposed Dates of Operation:

July 1, 2020 to June 30, 2024

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

Eligible Oneida County preschool children with
disabilities

Summary Statements

- 1) **Narrative Description of Proposed Services:** Section 4410 of the New York State Education Law and Part 200 of the Regulations of the New York State Commissioner of Education mandate that municipalities must provide payment for special education services rendered to eligible preschool aged children with disabilities.
- 2) **Program/Service Objectives and Outcomes:** Special Education services for remediation of cognitive, adaptive and social-emotional delays in preschool age children.
- 3) **Program Design and Staffing:** Providers perform services pursuant to Individualized Educational Plan for each child.

Total Funding Requested: \$ 850,000

Account A2960 4957 and 1952
Rev act A3277

Oneida County Dept. Funding Recommendation: \$850,000

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

Cost Per Client Served: Providers are reimbursed at a rate approved by New York State.

Past Performance Data:

O.C. Department Staff Comments: The Department is requesting that this contract be approved as a template for use with all contracted Preschool Special Education Services providers during the July 1, 2020 through June 30, 2024 term. The Department maintains a list of qualified agencies and engages in continuous recruitment to meet the demand for Preschool Special Education Services. The total amount paid to all providers of Preschool Special Education Services is estimated to be \$17,731,500.00 for the five-year term.



ONEIDA COUNTY CONTRACT FOR PRESCHOOL SPECIAL EDUCATION SERVICES

This Contract, by and between the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York, hereinafter referred to as the "County," and THE NETWORK FOR CHILDREN'S SPEECH, OCCUPATIONAL AND PHYSICAL THERAPY, LLC, a domestic professional service limited liability corporation organized and existing under the laws of the State of New York, having its main offices at 171 Intrepid Lane, Syracuse, New York, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the County is in need of the provision of special education individual evaluation and program services to preschool children with disabilities pursuant to Section 4410 of the New York State Education Law and Part 200 of the Regulations of the Commissioner of Education of the State of New York, through the County's Preschool Education and Transportation for Disabled Children Program; and

WHEREAS, the Contractor has been approved by the Commissioner of Education of the State of New York ("Commissioner") to provide New York State Education Department ("NYSED") special education services in accordance with Section 4410 of the New York State Education Law and in compliance with 8 NYCRR Part 200, to an eligible preschool age child with a disability, as recommended by the Committee on Preschool Special Education ("CPSE") and approved by the Board of Education ("BOE") from the child's resident school district;

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

1. TERM OF AGREEMENT

This Contract shall commence July 1, 2020 and shall terminate on June 30, 2024, conditioned upon the continued availability of federal and/or New York State funds for the purpose set forth in this Contract.

2. RATES

Upon submission of a completed County voucher and required supporting documentation as discussed below for services rendered, the County shall pay the Contractor the rates approved by the NYSED. Rates shall be the amount established for such purpose by the Commissioner and certified by the Director of Budget of the State of New York. The County shall pay the Contractor only those rates published on the NYSED website by the Commissioner and only for such period as the Contractor has the Commissioner's approval.

3. TERMINATION

- a. **BY CONTRACTOR:** Should the Contractor request termination of this Contract, a written notice of any such termination shall be provided to the County by the Contractor not less than ninety (90) days prior to the intended effective date of such action. In the event of such termination, the parties shall adjust the accounts due and the Contractor shall undertake no additional expenditures not already required.
- b. **BY COUNTY:** This Contract may be terminated at any time by the County upon ten (10) days written notice to the Contractor. However, in the event the Contractor defaults in the performance of any of its obligations under this Contract, the County may terminate the Contract effective upon

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

4. SCOPE OF SERVICES

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

- a. With NYSED approval for Individual Evaluation/Individual Psychological Evaluation, the Contractor shall provide Individual Evaluation/Individual Psychological Evaluation for children with potential disabilities. The parties hereto agree that "Individual Evaluation" as used herein shall have the same meaning as that term is defined in Section 4410 of New York State Education Law and 8 NYCRR 200.1 (aa). The parties hereto agree that "Individual Psychological Evaluation" as used herein shall have the same meaning as that term is defined in Section 4410 of New York State Education Law and 8 NYCRR 200.1 (bb).
- b. With NYSED and BOE approval for Special Education services, the Contractor shall provide appropriate Special Education services for children with disabilities delivered in a Special Class Integrated Setting ("SCIS"). With NYSED and BOE approval, the Contractor shall provide appropriate Special Education services for children with disabilities delivered in a Special Class. SCIS and Special Class will be provided during the school year. The school year is hereby defined as July/August session from July 1 through August 31 and/or September/June session from September 1 through June 30. The parties hereto agree that "Special Education" as used herein shall have the same meaning as that term is defined in 8 NYCRR 200.1(wv) and described in Section 4410 of the New York State Education Law.
- c. With NYSED approval for Special Education Itinerant Services ("SEIS"), the Contractor shall provide SEIS for children with disabilities during the school year. The school year is hereby defined as a July/August session from July 1 through August 31 and/or a September/June session from September 1 through June 30.
- d. The Contractor cannot begin providing Special Education services to a child with disabilities until the BOE has approved the Notification of Determination of Placement or System to Track and Account for Children ("STAC 1"), if the BOE uses the STAC 1, outlining the appropriate Special Education services to be provided by the Contractor. The start date will be indicated on the STAC 1 and a copy shall be provided to the Contractor.
- e. All financial arrangements for services under this Contract shall be between the County and Contractor in accordance with the provisions of Section 5 of this Contract. The Contractor shall be responsible for the delivery of appropriate services, including the training and/or retraining of direct service staff employed by the Contractor. For purposes hereof, "Direct Service Staff" shall be defined as, but not limited to, individuals providing Special Education services who are certified by law to provide such services as mandated on the child's Individualized Education Program ("IEP"). For Individual Evaluation and Psychological Evaluation, the County will maintain an approved Oneida County Evaluator List and ensure that the Contractor is a referral from this list approved by NYSED for the County.
For SEIS, the County will maintain an approved Oneida County SEIS Provider List and ensure that the Contractor is a referral from this list approved by NYSED for the County.

5. CONDITIONS OF PAYMENT

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

- a. The County will provide payment of Individual Evaluation, Psychological Evaluation and Reevaluation services rendered, as authorized on the child's Request for Commissioner's Approval of Reimbursement for the Cost of Evaluations (STAC-5) certified by the CPSE Chairperson in each school district.
- b. The County will provide payment for Special Education services rendered as authorized on the child's IEP and the STAC 1 upon the Contractor's submission of a correctly completed voucher on a monthly basis. All submissions must include the required documentation as set forth in this Contract and any other documentation requested by the County. The Contractor shall maintain a copy of the child's IEP throughout the term of this Contract.
- c. The Contractor shall submit a voucher to the County for the services rendered not later than fifteen (15) days after the end of the July/August session and not later than fifteen (15) days after the end of each month for the September to June session.
- d. No payment shall be required to be made by the County prior to the receipt of Notification of Determination of Placement or STAC 1, if the BOE uses the STAC 1 as its notice of determination of placement.
- e. No parent or any person shall be required or requested to make payment for services in addition to the payments made by the County pursuant to this Contract.
- f. The Contractor must submit for Medicaid eligible children a signed Medicaid Provider Agreement and Reassignment form with the signed Contract so the County can claim Medicaid reimbursement.
- g. The Contractor shall prepare and make available such statistical, financial and other records pursuant to Section 4410 of the New York State Education Law as necessary for reporting and accountability. All documents and records shall be consistent with New York State requirements for audit and rate establishment procedures. The financial records shall be retained by the Contractor for seven (7) years after the school year in which the services were provided. The Contractor shall also be responsible for submitting to the County a copy of their cost report for the Contract term provided herein.
- h. These records pursuant to Section 4410 of the New York State Education Law shall be subject at all reasonable times to inspection, review or audit by the BOE, the County, the State of New York acting through the Education Department or the State Comptroller, and federal and other personnel duly authorized by the County. In addition, the County shall make available any and all copies of such documents to such other municipalities previously determined to bear financial responsibility of the audited services and program.

6. MEDICAID COMPLIANCE

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

- a. Dates of services rendered and documentation that each SEIS session was verified as delivered by the signature of the service provider.
- b. Dates of SCIS and Special Class attendance and documentation of services rendered was verified as delivered by the signature of the service provider.
- c. Copy of the Medicaid consent form to release child specific information signed by the parent of a child with a disability receiving Medicaid eligible services.
- d. All reporting requirements necessary for Medicaid compliance with Section 4410 of the New York State Education Law. The Contractor shall be responsible for reviewing Medicaid in Education notifications and changes, which can be found at <http://www.oms.nysed.gov/medicaid/>.
- e. The Contractor shall obtain from the parent or person in parental relationship to the Medicaid eligible child receiving services pursuant to Section 4410 of the New York State Education Law, the Client Identification Number ("CIN"), period of eligibility and any other relevant third party health insurance information for the purpose of establishing Medicaid as the "payer of last resort". Nothing herein shall preclude the child's enrollment and initiation of services in accordance with the Board's Notice of Determination. A copy is to remain in the Contractor's file.

7. COMPLIANCE WITH THE LAW

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

8. CHILD ABUSE/MALTREATMENT MANDATE

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

9. CONFIDENTIALITY

The County and the Contractor shall hold in strict confidence all child records and disclose information and data in such records only to persons or entities as authorized or required by law or by written consent of the child's representative. The Contractor further agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this Contract. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this Contract in conformity with the provisions of applicable federal, state, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this Contract.

10. REPORTING REQUIREMENTS

- a. The Contractor's employed therapists and teachers shall be presently qualified to provide Individual Evaluations, Individual Psychological Evaluations and/or Special Education services in New York State as may be required of this Contract and shall submit copies of all appropriate license(s) or certification(s) to the County and update these as necessary during the term of this Contract.
- b. The Contractor agrees that assigned therapists or their representative shall attend CPSE annual review meetings and program reviews as scheduled by the CPSE Chairperson or BOCES Coordinator for the child being served. The Contractor shall submit a copy of any reports

necessary for review at these meetings to the County, as well as the CPSE Chairperson/BOCES Coordinator, at least ten (10) school days prior to the meeting date.

- c. Speech pathologists shall be required to obtain a written prescription (recommendation/order) for speech services signed and dated from (1) New York State Licensed and American Speech-Language-Hearing Association ("ASHA") certified Speech-Language Pathologist OR (2) a physician, physician's assistant or nurse practitioner which denotes the appropriate and current ICD code. The New York State Licensed and ASHA Certified Speech-Language Pathologist cannot write a referral if they have not seen the preschool child. The regulations of the New York State Department of Social Services at 18NYCRR 505.11 state that a written order must contain a diagnostic statement and purpose of treatment. It is not acceptable for the ordering or referring professional never to have met with the child as it is incompatible with the obligations of the ordering practitioner to assure that the ordered care, services or supplies will meet the recipients needs and restore him/her to the best possible functional level. Physician, physician assistants or nurse practitioner's orders must be dated on or before the initiation of service. No direct or consultation services will be permitted unless an appropriately written prescription is obtained. A copy of this prescription must also be forwarded to the County with the initial voucher.
- d. Physical Therapists must obtain a signed prescription (order/ recommendation) from a physician, physician assistant or nurse practitioner which denotes an ICD code.
- e. Occupational therapists must obtain a signed prescription (order/recommendation) signed and dated by a licensed physician or nurse practitioner which denotes an ICD code.
- f. No direct or consultation services can be delivered unless an appropriately signed and dated prescription by the appropriate professional is obtained. A copy of this prescription must also be forwarded to the County with the initial voucher.
- g. The Contractor must obtain a current copy of the IEP from the CPSE Chairperson prior to start of service which will follow the BOE approval date. This is applicable to any later program changes on the IEP as well. The Contractor shall deliver services as specified on the IEP in the areas of remediation, frequency and duration of Special Education services.
- h. The Contractor shall submit an attendance and progress note for each session a child received Special Education services on a monthly basis at the minimum, or with the voucher, whichever is presented first. All progress notes submitted must also have the signature and National Provider Identification number ("NPI#") of this licensed individual and title as well as the direct service provider and title.
- i. The Contractor shall call the CPSE Chairperson for a program review if services cannot be delivered as indicated on IEP due to child's absence or other factor, or if the therapist recommends a change in service or discharge.
- j. The Contractor shall forward a copy of all documentation and justification for 12-month programming to the County and the CPSE prior to any scheduled program review or annual review, whenever such is recommended.
- k. The Contractor shall meet with the child's parent/guardian at such times as appropriate during the term of Special Education services to discuss goals and progress. Whenever SEIS are to be delivered in conjunction with a general education preschool program, the Contractor's assigned therapists shall work with the program by communicating with staff, parents, school district and other therapists. An attempt will also be made to provide parent/guardian with follow up materials to be used at home to reinforce delivery of Special Education services.
- l. The Contractor shall inform the parent/guardian of his/her responsibility to ensure that the child's attendance enables him/her to benefit from the Special Education services provided. The parent/guardian should be made aware of the need to alert the Contractor in a timely manner when the child will be absent or not available for Special Education services.
- m. If the CPSE determines that SEIS is to be provided in conjunction with one or more Related Services, the SEIS shall be responsible for the coordination of such services pursuant to regulations of the Commissioner. Compensation for such services is to be part of the NYSED established rates for the SEIS model. "Related Services" as used herein shall have the same meaning as that term defined in Section 4410 of the New York State Education Law and 8 NYCRR 200.1(qq).

- n. The Contractor's progress notes addressing goals and objectives on the IEP must be completed quarterly. A copy of the progress notes must be provided to the parent, the CPSE Chairperson and the County.

11. RESPONSIBILITIES OF SEIS AS THE COORDINATOR OF SERVICE

- a. It is the responsibility of the SEIS provider to act as Special Education services coordinator ("SEIS Coordinator") and stay thoroughly informed on all facets of the services provided to the child. In addition to duties as outlined in the provisions of Section 10 of this Contract, the SEIS Coordinator will perform appropriate coordination activities including but not limited to:
 - i. Arranging the schedule for service delivery, offering recommendations, and consulting with the CPSE Chairperson to resolve scheduling issues when appropriate.
 - ii. Sharing appropriate information with other Related Service providers for the appropriate integration of such services.
 - iii. Gathering appropriate progress reports and anecdotal information relating to the child's progress from all Related Service providers to ensure that the SEIS Coordinator has a general knowledge of the child's progress, as well as any significant considerations, in the Related Service area.
 - iv. Attend Annual Review meeting and other meetings if requested by the CPSE Chairperson. The SEIS Coordinator is responsible to have all information on the child's progress and needs and is expected to represent the other therapists involved in the child's care at the CPSE meetings.
 - v. Conducting activities such as telephone conferences or other communication practices. SEIS Coordination activities must be documented and reported in half-hour service blocks on the Coordination Service Form.
 - vi. SEIS Coordination services can be provided only by a licensed speech pathologist, physical therapist or occupational therapist.

12. INSURANCE

The Contractor shall maintain a professional liability policy and will provide the County with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor shall also maintain general liability insurance and will provide the County with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. Coverage for abuse and molestation must be included. The Contractor agrees to have the County named as an additional insured on a primary and non-contributory basis, as its interests may appear on the general liability policy and to provide the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore. The County reserves the right to require the Contractor to provide insurance policies for review by the County. The Contractor grants the County a limited power of attorney to communicate with the Contractor's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

13. INDEMNIFICATION

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

14. EXCLUSIVITY

- a. The County retains the right to reassign children receiving Special Education services under the terms of this Contract to other Contractors or its own employees.

- b. The County retains the right to contract with other Independent Contractors for such services which are the same or similar to those provided by the Contractor, or to provide such services to its eligible children through its own employees. The Contractor retains the right to provide services directly or indirectly through contract with another agency, to persons who are not classified preschool aged children with a disability receiving Special Education services in Oneida County.

15. INDEPENDENT CONTRACTOR STATUS

- a. It is expressly agreed that the relationship of the Contractor and its employees to the County shall be that of Independent Contractors. The Contractor'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 insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its employees will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- b. The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Contractor and the County agree that the Contractor is free to undertake other work arrangements during the term of this Contract, and may continue to make its services available to the public.
- c. The Contractor's employees shall not be eligible for compensation from the County due to illness, absence due to normal vacation, or absence due to attendance at school or special training or a professional convention or meeting.
- d. The Contractor acknowledges and agrees that its employees shall not be eligible for any County employee benefits, including retirement membership credits.
- e. The Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its employees under this Contract, and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Contract.
- f. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its employees' Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- h. The Contractor agrees to comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

16. SUBCONTRACT

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

17. ENTIRE AGREEMENT

The terms of this Contract, the attached Standard Oneida County Conditions Addendum, and any other attachments, amendments, addendums or appendixes attached hereto, are deemed incorporated herein in their entirety and constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Contract. No waiver, alterations or modifications of any provisions of this Contract shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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

ONEIDA COUNTY

CONTRACTOR

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

BY: _____
Erick Schwartz, Manager

DATE: _____

DATE: _____

Approved

BY: _____
Maryangela Scalzo, Chief Family and Community Services Attorney

STANDARD ONEIDA COUNTY CONDITIONS ADDENDUM

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

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

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

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug 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.

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

Contract Administration, 4th Floor
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5073 Fax (315) 793-6044

May 19, 2020

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

FN 20 20-213
HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Service Agreement between the Oneida County Office for the Aging and Continuing Care and the Homemakers of the Mohawk Valley, Inc., d/b/a Caregivers for your review and approval. If this Agreement meets with your approval, please forward to the Board of Legislators for further consideration.

Under this Purchase of Service Agreement, Caregivers will provide homecare services for elderly homebound individuals. Homecare is provided as part of a New York State program that provides personal care to frail seniors through the Expanded In-Home Services for the Elderly Program (EISEP). Caregivers are one of four home care agencies to provide these services. The total amount of this Agreement is \$238,785.00, which consists of 75% federal (\$179,088.75) and 25% County (\$59,696.25) funds. This contract commences April 1, 2020 and terminates March 31, 2021.

I am available at your convenience to answer any questions you may have regarding this Agreement.

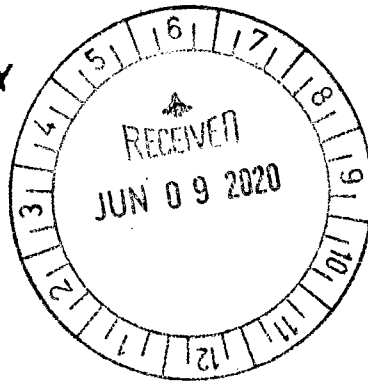
Sincerely,

Colleen Fahy-Box

Colleen Fahy-Box
Commissioner

CFB/md

Enclosure



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

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

Date 6-9-20

Oneida Co. Department: OFA/OCC

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Homemakers of the Mohawk Valley, Inc. d/b/a
Caregivers
2465 Sheridan Drive
Tonawanda, New York 14150

Title of Activity or Service: Home Health Care Agency

Proposed Dates of Operation: April 1, 2020 through March 31, 2021

Client Population/Number to be Served: Approximately 92 individuals, age 60 or above
Summary Statements:

1) Narrative Description of Proposed Services

To provide – non-medical homemaker/personal care services to Oneida County residents, age 60 and older who are functionally impaired in at least one Activity of Daily Living (i.e., bathing, dressing, toileting) or two Instrumental Activities of Daily Living (i.e., housekeeping, shopping, and preparing meals).

2) Program/Service Objectives and Outcomes:

- To provide personal care services to frail, disabled, or homebound individuals who are limited in their activities of daily living.
- Usual tasks that may be performed by the Housekeeper/Chore Worker (PCA Level I) include:
 - Making/changing beds, dusting/vacuuming, light cleaning of kitchens, bedrooms and bathrooms, dishwashing, shopping for client, laundering, transportation to various appointments and community activities.
- Usual tasks that may be performed by the Personal Care Worker (PCA Level II) include:
 - All of PCA Level I tasks as well as bathing, dressing, grooming, assistance toileting, preparation of meals, feeding, and administering medications.

3) Program Design and Staffing

Personal Care Workers will provide a variety of services that include physically assisting clients with medical needs. Housekeeper/Chore Workers will provide clients with assistance with regular housekeeping and chores. Designated qualified supervisors will train both PCA I and PCA II workers and make regularly scheduled visits to the clients home to ensure the client's satisfaction with their services

Total Funding Requested: \$ 238,785.00 Account #: A6774.49599

Oneida County Dept. Funding Recommendation: \$238,785.00

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

Federal: 0% (\$0) State: 75% (\$179,088.75) County: 25% (\$59,696.25)

Cost Per Client Served: \$20.00 per hour for homemaker/personal care worker (PCA Level II)
\$19.50 per hour for housekeeper/chore worker (PCA Level I)

Past Performance Data: Current provider of personal care services for OFA EISEP clients.

O.C. Department Staff Comments: N/A

AGREEMENT

This is an Agreement made by and between the Homemakers of the Mohawk Valley, Inc., d/b/a/ Caregivers, a domestic business corporation organized and existing under the laws of the State of New York, located at 2465 Sheridan Drive, Tonawanda, New York 14150, with service locations at 1900 Genesee Street, Utica, New York 13502, and 111 East Chestnut Street, Suite 205, Rome, New York 13440, (hereinafter referred to as the "Contractor") and the County of Oneida, a municipal corporation, organized and existing under the laws of the State of New York, with its offices located at 800 Park Ave., Utica, New York 13501, by and through its Department of Family and Community Services (hereinafter referred to as the "Department") and the Department's Office of the Aging and Continuing Care, located at 120 Airline Street, Suite 201, Oriskany, NY 13424, (hereinafter referred to as the "County"). All parties to the Agreement are hereinafter collectively known as the "Parties."

WITNESSETH:

WHEREAS, the County has the primary responsibility for the overall planning and coordination of funds from sources including the Federal Older Americans Act (OAA) (Title III); New York State Office For the Aging (NYSOFA); Expanded In-Home Services for the Elderly Program (EISEP); Community Services for the Elderly (CSEP); Congggregate Services Initiative (CSI); Supplemental Nutrition Assistance Program (SNAP); Health Insurance Information Counseling and Assistance (HIICAP); Medicare Improvements for Patients and Providers Act (MIPPA)/Senior Health Insurance Program (SHIP); and County of Oneida funds; and

WHEREAS, the County has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the County; and

WHEREAS, the County will provide technical assistance, upon request, to assist the Contractor in more effectively carrying out service delivery and/or complying with federal, state and local statutes, policies, rules and regulations; and

WHEREAS, the Contractor is willing and able to perform the services required by this Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. **TERM OF AGREEMENT**

A. This Agreement shall commence April 1, 2020 and shall terminate March 31, 2021.

B. The County and the Contractor may negotiate this Agreement annually. The County is not obligated to renew this Agreement with the Contractor. The County reserves the right to seek the same or similar Services from third parties.

2. SCOPE OF SERVICES-

A. The Contractor shall provide the following services

- a. Non-medical homemaker/personal care (PCA Level II),
- b. Housekeeper/chore (PCA Level I), and
- c. III-E in-home community-based PCA Level II respite services through the County's EISEP/III-E Programs;

B. PCA Level II and PCA Level I services shall be provided to those Oneida County residents who are age sixty (60) or older and who are functionally impaired in at least one (1) Activity of Daily Living (e.g., bathing, dressing, toileting) or two (2) Instrumental Activities of Daily Living (e.g., housekeeping, shopping, preparing meals);

C. EISEP/III-E respite services shall be provided to care receivers for those Oneida County residents who are primary informal caregivers of persons who are age sixty (60) or older and who are functionally impaired, as shown by the need for the assistance of another person in at least one (1) Activity of Daily Living or two (2) Instrumental Activities of Daily Living.

D. Residents who are eligible for services are referred to as "clients."

E. The Parties agree that

a. All EISEP/III-E funded services provided by the Contractor shall be pre-approved and authorized by the client's Case Manager as defined in the client's Home Care Plan.

b. Non-medical homemaker/personal care (PCA Level II), and housekeeper/chore (PCA Level I) services as defined under EISEP/III-E are equivalent to PCA Level II and PCA Level I services as defined under the New York State Department of Social Services regulations for the Medicaid Program.

c. The EISEP non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community based PCA Level II respite service Clients shall be provided environmental support and personal care functions.

F. The tasks that may be performed by a homemaker/personal care (PCA Level II) and a housekeeper/chore (PCA Level I) worker are enumerated in the New York State regulations at 18 NYCRR 505.14(5)(i)(a) and (ii)(a).

- 1) some or total assistance with making and changing beds; (Level I & II)
- 2) some or total assistance with dusting and vacuuming the rooms which the client uses; (Level I & II)
- 3) some or total assistance with light cleaning of the kitchen, bedroom and bathroom; (Level I & II)
- 4) some or total assistance with dishwashing; (Level I & II)
- 5) some or total assistance with listing needed supplies; (Level I & II)
- 6) some or total assistance with shopping for the client; (Level I & II)
- 7) some or total assistance with client's laundry; this may include necessary ironing and mending; (Level I & II)
- 8) some or total assistance with payment of bills and other essential errands; (Level I & II)
- 9) escort assistance in getting to various appointments and community activities; (Level I & II)
- 10) some or total assistance with bathing of the client in the bed, the tub or in the shower; (Level II).
- 11) some or total assistance with dressing; (Level II)
- 12) some or total assistance with grooming, including care of hair, shaving, and ordinary care of nails, teeth, and mouth; (Level II)
- 13) some assistance with toileting; this may include assisting the client on and off the bedpan, commode or toilet; (Level II)
- 14) some assistance in walking, beyond that assistance provided by durable medical equipment, within the home and outside the home; (Level II)
- 15) some assistance in transferring from bed to chair or wheelchair; (Level II)
- 16) some assistance with preparation of meals in accordance with modified diets, including low sugar, low fat, low salt and low residue diets, as prescribed by a qualified professional; (Level II)
- 17) some assistance with feeding; (Level II)

- 18) some assistance, at the request of the client, with self-administration of medication, including prompting client of time, bringing the medication to the client, opening the container, removing medication from the container and providing necessary liquids for taking the medication, acting as an extension of the client; (Level II)
- 19) assistance with routine skin care, including application of non-prescription skin care products; (Level II)
- 20) non-technical physical assistance to clients in following directions of a qualified professional for use of medical supplies and equipment such as walkers and wheelchairs; (Level II)
- 21) assistance with changing of simple dressings. (Level II)

G. For the activities described herein, the measure of a UNIT is equal to one (1) hour of service to or on behalf of the client.

H. The Contractor shall assign a designated person to coordinate the assignments of workers.

I. The Contractor shall assign designated qualified supervisor(s) to insure the maintenance of quality care and provide the necessary support, understanding and consultation to the worker as s/he carries out the duties and responsibilities. The Contractor shall ensure that the supervisor(s):

- a. Make a supervisory in-home visit within five (5) working days of the first time the regularly scheduled homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker provides services to the client;
- b. Demonstrate and instruct the worker and the client concerning specific tasks to be performed in accordance with the care plan;
- c. Provide information about the Contractor;
- d. Clarify the roles and responsibilities of the worker, the Client, and the supervisor in relation to the Care Plan;
- e. Conduct scheduled visits to the Client's home at least every six (6) months;
- f. Conduct unscheduled visits to the Client's home at least one (1) time a year;
- g. Evaluate the worker's performance of the required tasks;
- h. Provide to the worker appropriate information, consultation, instruction and demonstration as needed;

i. Determine the extent to which Client needs are appropriately and adequately being met;

j. Follow-up, as directed by the case manager, to report the findings of the supervisory visit; and

k. Provide the Client and/or authorized representative an opportunity to talk in private about the service being provided.

J. When a service promised by the Contractor for a scheduled assignment cannot be provided, the client is not at home, or there is a change in the client's condition, including death or hospitalization, the Contractor shall notify the County immediately via the approved fax form.

K. Any incident that occurs in the presence of Contractor's workers must be reported immediately in writing to the County on the specified fax form.

L. The Contractor shall provide the non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and respite workers with training as required by the New York State Department of Social Services and Department of Health.

a. The Contractor shall instruct each worker how to work with the elderly. Each worker shall receive an orientation prior to delivering any in-home services.

b. Training shall include:

1) The housekeeping chores and/or personal care tasks which the worker may and may not perform;

2) The Contractor's policies and procedures; and

3) The rights of Clients as set forth in the EISEP standards and regulations.

M. MEDICAID PROCEDURES:

a. The Contractor shall not provide non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I), and respite services to individuals eligible to receive the same or similar services under Titles XVII, XIX, or XX of the Federal Social Security Act or any other governmental program or services provided to clients in adult residential care facilities which had previously been provided by such facility.

b. The County shall collect the cost-share fees and donations for EISEP/III-E Program's in-home services received by the clients.

c. The Contractor shall bill Medicaid and credit the County for the billed amount for any EISEP/III-E client services provided after the Medicaid start date, and bill Medicaid for

those Medicaid-covered services provided three months prior to the Medicaid start date. The County will process prior approvals for Medicaid billing for services provided in this section.

- 1) The County shall notify the Contractor of client approval for Medicaid.
- 2) The Contractor shall credit the County for Medicaid payments received.
- 3) The Parties shall endeavor to hold periodic coordinating meetings that shall be responsive to each other's needs.
- 4) The County shall process prior approvals for Medicaid billing for services provided in this section.
- 5) The Contractor shall cooperate with the County to develop a comprehensive service delivery system for the EISEP/III-E Program.

N. Notwithstanding any other provisions in this Agreement, the Contractor and the County remain responsible for:

- a. Ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations;
- b. Planning, coordination and ensuring the quality of all services provided; and
- c. Ensuring adherence by both Contractor and County staff to the Home Care Plan established for the Clients.

O. The County shall provide the Contractor with a care plan, confirmation of documentation, and a PCA approval form at the time of referral and every six months thereafter. It is the County's responsibility to develop the care plan according to regulations and to obtain required physician(s) orders related to the services being provided by the Contractor. A registered nurse from the County will review and sign all approved care plans. If there is a change in a patient's condition, a new home assessment, or new physician orders, the County shall develop a revised care plan and send a copy to the Contractor.

3. **PERFORMANCE OF SERVICES.** The Contractor represents that Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. The Contractor shall use the Contractor's best efforts to perform the services such that the results are satisfactory to the County. The Contractor shall be solely responsible for communications with the client or client's caregiver in order to determine the location, method,

details and means of performing the services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

4. **REIMBURSEMENT FOR SERVICES**

A. The County shall reimburse the Contractor for EISEP/III-E services that are provided in accordance with the terms and conditions of this Agreement and the Community Services for the Elderly Program (CSEP) and the Caregiver Support III-E grants.

B. The County shall reimburse the Contractor the rates of \$20.00 per hour for homemaker/personal care (PCA Level II), and \$19.50 per hour for housekeeper/chore (PCA Level I).

C. The total payments for this Agreement shall not exceed Two Hundred Thirty-Eight Thousand Seven Hundred Eighty-Five Dollars (\$238,785.00).

D. Reimbursement is payable in twelve (12) monthly vouchers as specified in the Voucher Instructions, attached hereto as APPENDIX C.

E. The County shall not be liable for any late fees for any interest in late payments.

F. The obligations of the Parties are conditioned upon the continued availability of State and County funds. Should funds become unavailable or should appropriate State and County officials fail to approve sufficient funds for completion of the services set forth in this Agreement, the County shall have the option to terminate this Agreement immediately upon providing written notice to the Contractor by certified mail. In such an event, the County shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

G. The County reserves the right to withhold payment under this Agreement due to Contractor's failure to properly perform its obligations under this Agreement. The County may withhold payment for including but not limited to:

- a. defective services;
- b. third party claims;
- c. failure of the Contractor to pay its subcontractors, if any;
- d. damage to the County; or
- e. failure to carry out the services in accordance with this Agreement.

H. The County shall not be responsible for any costs incurred by the Contractor prior to the effective date or following the termination date of this Agreement.

5. **TRAINING**

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

6. **INDEPENDENT CONTRACTOR STATUS**

A. The relationship of the Contractor and its employees, subcontractors and/or partners to the County is be that of Independent Contractors. The Contractor and its employees, subcontractors and/or partners are not employees of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor and its employees, subcontractors, and/or partners, in accordance with their status as independent contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County and that they will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

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

C. The Contractor and its employees, subcontractors and/or partners shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

D. The Contractor shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its employees, subcontractors, and/or partners under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's

form of business organization, and with respect to the employees, subcontractors and/or partners, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of worker's compensation insurance prior to execution of this Agreement.

E. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County because of the County not making such payments or withholdings.

F. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, the parties agree that both the County and the Contractor 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.

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

7. SUBCONTRACTS

A. A subcontractor is a person and/or entity who has an agreement with the Contractor to perform any of the services stated herein.

B. The Contractor may, at the Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as Contractor deems necessary to perform the services. The employees, subcontractors and/or partners are not and shall not be employees of the County, and the County shall have no obligation to provide employees, subcontractors and/or partners with any salary or benefits. The Contractor is responsible and liable for the performance of its employees, subcontractors and/or partners and shall ensure that they perform in a manner satisfactory to the County, in compliance with any and all applicable Federal, State or Local Laws and Regulations.

C. The Contractor acknowledges and agrees that the Contractor and its employees, subcontractors and/or partners 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.

D. Prior to the execution of this Agreement, the Contractor shall furnish the County a list of names of subcontractors to whom the Contractor proposes to award any portion of the services. The Contractor shall provide the County with a copy of all agreement(s) between the Contractor and any subcontractors regarding the award of any portion of the services within ten (10) days of their final execution.

E. Any agreements between the Contractor and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

8. NON ASSIGNMENT CLAUSE

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the County.

9. STANDARD ASSURANCES

A. The Contractor agrees that any program, public information materials, or other printed or published materials on the work of or funded by CSEP/III-E will give due recognition to the New York State Office for the Aging and the Oneida County Office for the Aging and Continuing Care. The statement shall be in font that is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font, or underlined. (e.g., "*This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Administration on Aging.*"). The Contractor shall forward copies of all materials to the County at the end of each month.

B. The County shall conduct a program review to ensure that the Contractor is in compliance with all standards and regulations as set forth in this Agreement.

10. NYSOFA TERMS AND CONDITIONS

A. The Contractor shall conform with all applicable federal, state, and local laws, federal and state regulations, and Program Standards and Program Instructions of the NYSOFA, including, but not limited to those listed in APPENDIX A.

B. The Contractor, to the extent it has discretion regarding to whom it will provide services, shall provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the Area Agencies on Aging (AAA) for providing services to the above groups within Oneida County. The Contractor shall concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

C. The Contractor shall inform persons with LEP of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff who have contact with the public in the timely and appropriate use of these and other available language services.

D. To the extent that the contract with the AAA is for a program or service funded under the Area Plan, the Contractor agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the Contractor.

E. For programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the Contractor shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with LEP, and older adults residing in rural areas in the area served by it. The Contractor will provide services to the maximum extent feasible to low-income minority individuals, older individuals with LEP, and older adults residing in rural areas in accordance with their need for such services. The Contractor shall meet specific objectives established by the AAA for providing services to low-income minority individuals, older adults with LEP, and older adults residing in rural areas within the planning and service area.

11. GRIEVANCE PROCEDURES. The Contractor shall implement the County's grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in APPENDIX B.

12. FISCAL REQUIREMENTS/RESPONSIBILITIES

A. The Contractor shall keep CSEP/III-E funds separate; further, state and federal funds shall not be used as local share (match).

B. The Contractor shall comply with all voucher and contribution procedures, and submissions of required reports as described in the County Voucher Instructions, attached as APPENDIX C.

C. The County shall be responsible for sending monthly donation letters and collecting client contributions for all clients who attend Office for the Aging and Continuing Care funded personal care services. Any contributions received by the Contractor for Office for the Aging and Continuing Care funded by the client, directly, will be reported and deducted on monthly vouchers by the Contractor.

D. The Contractor shall report to the County any additional moneys or program income (contributions, donations, etc.) given to the CSEP/III-E supported programs. Program income is gross income received by the Contractor directly generated by a County grant supported activity, or earned as a result of the County grant agreement during the grant period.

E. The Contractor shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements and other grants within its program budget.

F. The County shall conduct a periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure that expenditures are in proportion to the total program budget.

G. The Contractor shall agree to have an independent audit conducted for the contracted program if it has been a Contractor for two (2) years or more. The Contractor shall ensure that a copy of the audit is submitted to the County upon completion of the program/fiscal audit conducted by the outside auditor.

H. The Contractor shall maintain fiscal records for six (6) years and shall make them available for the County to review upon request.

I. The Contractor shall cooperate with the close-out audit that is required when the contract is terminated.

J. The Contractor shall follow close-out procedures administered by the County in accordance with the Code of Federal Regulations 45-74, as amended in 1980.

13. **INDEMNIFICATION and INSURANCE**

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

1. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$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, and all other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Coverage for these additional insureds shall include completed operations.

2. Medical Malpractice/Professional Liability coverage with limits of \$1,000,000 each occurrence and \$3,000,000 aggregate.

a. Coverage for review of medical records and resulting professional assessment.

3. Workers' Compensation and Employer's Liability Insurance. In the event the Contractor engages any employees, leased employees, volunteers or Subcontractors, the Contractor shall be required to obtain such coverage.

a. Statutory limits apply.

B. **Certificates of Insurance:** Prior to the start of any work, the Contractor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL policy. The Contractor shall provide full policy documents and any other information regarding her insurance coverages upon request of the County. 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.

C. **Waiver of Subrogation:** The Contractor waives all rights against the County and the Department and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, Medical Malpractice/Professional Liability, Automobile Liability, or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

D. The Contractor shall at all times defend, indemnify, and hold the County and Department and their officers and employees harmless and free and clear of any and all liability arising from any act of omission or commission by the Contractor, or its Subcontractors, with respect to this Agreement and any of the terms thereof.

E. The Contractor shall be solely responsible for the safety and protection of all of its agents, servants, employees, independent contractors, volunteers or partners whether due to the negligence, fault or default of the Contractor or not.

F. The Contractor shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the services of the Contractor and its agents, servants, employees, independent contractors, volunteers or partners and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Contractor or failure on the part of the Contractor to comply with any of the covenants, terms or conditions of the Agreement.

G. The Contractor shall be solely responsible for all physical injuries or death to its agents, servants, employees, independent contractors, volunteers or partners or to any other persons or damage to any property sustained during its operations and services under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, independent subcontractors, and shall hold harmless and indemnify the County from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the Contractor, its officers, trustees, agents, servants, volunteers or independent subcontractors.

H. Insurance provisions in this Agreement are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the

indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

I. **No Representation of Coverage Adequacy.** By requiring insurance, the County does not represent that coverage and limits will be adequate to protect the Contractor. The County reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements stated in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor may it be construed or considered a waiver of the Contractor's obligation to maintain the required insurance at all times during the performance of this Agreement.

J. **Claims Made.** In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Agreement by keeping coverage in force using the effective date of this Agreement as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Agreement, and can never be after the effective date of this Agreement. Upon completion or termination of this Agreement, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Agreement.

K. The obligations of the Contractor under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

L. The Contractor shall require any subcontractors to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the Contractor in the above Insurance Requirements paragraphs.

M. The County may suspend payment(s) to the Contractor if the Contractor and/or its subcontractors, if any, fails to provide the required insurance documentation in a timely manner.

14. **REPORTING REQUIREMENTS**

A. All client records and files are owned by the County.

B. The County shall, pursuant to the requirements for CSEP/III-E funded programs, comply with the Definition of Services, April 2011, as established by the New York State Office for the Aging (96-PI-43).

C. The Contractor shall provide the County with required information needed to meet planning, coordination, evaluation, and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS), by the 10th of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the payment voucher on a monthly basis.

D. The Contractor shall maintain appropriate client records on each EISEP client who receives services through this program and shall provide client records to the County upon request.

E. The Contractor shall comply with policies ensuring client confidentiality, as established by the County. When information sharing between agencies is crucial to the client's well-being and is needed to ensure effective service provision, pertinent information shall be shared in accordance with federal and state regulations and statutes.

F. The Contractor shall timely provide the County with required monthly, periodic, and/or special reports.

15. COORDINATION REQUIREMENTS

A. The Parties shall coordinate referrals.

B. The Parties shall work with older persons who are not eligible for services through this Agreement to obtain needed services.

C. The Contractor shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

16. AGREEMENT CANCELLATION

A. The County may cancel this Agreement for failure of the Contractor to comply with the terms and conditions of this Agreement.

B. The Parties each reserve the right to cancel the Agreement upon a thirty (30) day written notice to the other Party.

C. The Contractor agrees that in the event of termination, the Contractor shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30)

days after the date of termination. Any unexpended funds shall be the property of the County. The Contractor shall not incur new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

D. The Contractor shall coordinate with the County and other providers to ensure that any break in service to clients is not be detrimental to a clients' health or well-being. If available and appropriate, other services shall be substituted and/or coordinated on the clients' behalf.

17. **ENTIRE AGREEMENT**

The terms of this Agreement, including all attachments, amendments, addendums or appendices attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, 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.

18. **STANDARD ADDENDUM**

The Contractor shall comply with the County's Standard Clauses as set forth in the Addendum, which is attached hereto and made a part hereof as APPENDIX D.

19. **CHOICE OF LAW/FORUM**

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

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

20. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

21. SEVERABILITY

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.

22. AUTHORITY TO ACT/SIGN

The Contractor hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations. The execution and delivery by Contractor of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Contractor; no other action on the part of the Contractor or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the Contractor to enter into this Agreement, or to consummate the transactions contemplated herein.

23. ADVICE OF COUNSEL

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

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

Homemakers of the Mohawk Valley, Inc.
d/b/a Caregivers

C. P. Flitt CEO
Carmen Flitt, Vice President/CFO
CEO

Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

Colleen Fahy-Box

Colleen Fahy-Box, Commissioner Date

6/3/20

Approved:

Kimberly A. Kolch, Assistant County Attorney

Date

APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
45 CFR Part 75 (Administration of Grants)
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
45 CFR Part 92 (Nondiscrimination on the Basis of Race, Color, National Origin, Sex, Age, or Disability)
45 CFR Part 93 (New Restrictions on Lobbying)
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
Nutrition Services Incentive Program (NSIP). (7 C.F.R. Secs 250.68 et seq.)
Office of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local Governments)
OMB Circular A-95 (Clearinghouse Review)
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-128 (Audits of State and Local Governments)
OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19 - J of the Executive Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-A (Basic Requirements for LTCOP program under the Older Americans Act)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)
Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

APPENDIX B

Oneida County Office for the Aging

Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from clients who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program clients of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Un-satisfaction of Service

A client or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed; a determination that services are no longer needed; or if the client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

- Individuals must submit their grievances in writing to the Director of the Office for the Aging who will forward it to the designated person of the provider agency to conduct the initial review.
- The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied. The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time, and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance with the Older Americans Act and State laws and regulation and whether the action was supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s/he has the right to further review as follows:

- S/he may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.

- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include, at a minimum: the initial grievance; any investigative reports; all written responses; any documents or other records submitted by any party; and, if applicable, the notice of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

APPENDIX C

Oneida County Office for the Aging
2018-2019
Voucher Instructions
For Units of Services Contracts

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimant's Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
 - ✓ State the number of units of service and the description of services performed during the month.
 - ✓ List the Unit Price as stated in the Contract Budget.
 - ✓ Place the amount (Units X Unit Price) in the Amount column.
 - ✓ Place the amount to be reimbursed in the Total block.
 - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely: Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
 - ✓ Attach CAARS monthly report.
 - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
 - ✓ Attach appropriate backup:
 - Payroll certification sheets and time sheets signed by Agency employee.
 - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
 - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
 - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
 - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
8. **Timely Submissions:**

- ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. Changes To The Budget (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

10. Technical Assistance:

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

APPENDIX D
Standard Contract Clauses Addendum

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

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

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

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses that are 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 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 seven (7) years after the date this agreement is terminated or ends.

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or

Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

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

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

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

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

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

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

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

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



Oneida County Department of Purchasing

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

Anthony J. Picente Jr.
County Executive

Mello J. Testa
Director

May 6, 2020

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

FN 20 20-214

GOVERNMENT OPERATIONS

WAYS & MEANS

Re: Agreement with Auctions International, Inc.

Dear County Executive Picente:

In or about the year 2007, the Purchasing Department began auctioning its surplus personal property utilizing the services of eBay. Well this method has proved to be successful, other online auction service providers have emerged since that time.

In order to fulfill our fiduciary obligation to our taxpayers to obtain the highest possible value for our surplus property, my Department issued a Request for Proposals for auction services. After reviewing the five proposals received, it was determined that Auctions International, Inc., will provide the best value to the County.

Auctions International, Inc., represents that it is the largest volume online auction provider for municipal and educational agencies in New York State with vast website traffic. It also represents that it has contracted with 41 other counties in New York State, as well as 63 agencies within Oneida County.

Auctions International, Inc., will be responsible for advertising and marketing its auctions online and, if elected, through print media, targeting mailings and email campaigns. It will then provide the virtual auction platform, which is open to the public, provide customer service support and process all payments. All sales will be subject to approval by the County.

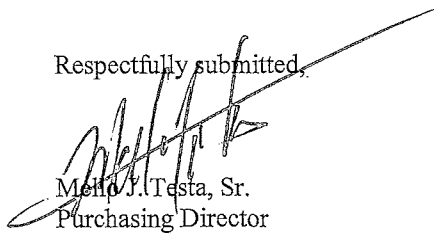
These services will be provided at no cost to the County. Instead, Auctions International, Inc., charges a buyer's premium to the successful highest bidder, which ranges from 14% to 4% of the bid amount, depending on the type and age of the property, and method of payment selected by the purchaser.

As Auctions International, Inc., will undertake the bulk of the auctioning process, my Department will be able to focus its time, effort and resources, on our other duties and obligations, thereby more efficiently serving Oneida County and its taxpayers.

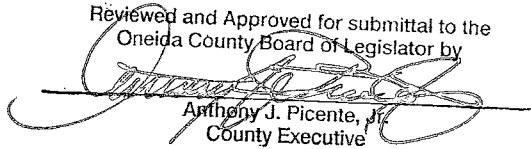
This agreement commences upon execution by both parties and expires on December 31, 2024, but may be terminated at any time, without cause, upon sixty days' written notice. The County retains the sole discretion to determine what property will be auctioned utilizing these services, and we are not prohibited from utilizing our own auction methods, or contracting with another vendor for the same or similar services.

If this agreement meets with your approval, I respectfully request that you forward it to the Board of Legislators for action at their next meeting.

Respectfully submitted,


Mello J. Testa, Sr.
Purchasing Director

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


Anthony J. Picente, Jr.
County Executive

Date 6-2-20

Oneida Co. Department: Purchasing

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Auctions International, Inc.
11167 Big Tree Road
East Aurora, New York 14052

Title of Activity or Service: Auctioneer service for surplus personal property

Proposed Dates of Operation: Upon execution – December 31, 2024
May be terminated at any time, without cause, upon sixty
(60) days' written notice

Client Population/Number to be Served: Oneida County residents

Summary Statements

1) **Narrative Description of Proposed Services:** The Auctioneer will provide online auction services for the County, including, but not limited to, advertising auctions, providing a virtual auction platform, providing customer service to bidders and handling all payment processing. The Auctioneer has also agreed to waive its normal fees for traveling to the location of the property, taking photographs of the property, researching the property and starting/test driving any vehicles. The County may elect what property it wishes to have auctioned by the Auctioneer, and the contract may be terminated at any time.

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

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

Total Funding Requested: \$0.00 **Account #:** N/A

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Sources (Federal \$/ State \$/County\$) \$0.00

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: The Purchasing Department currently auctions its surplus property exclusively on eBay, which costs the Department significant time and resources. The Auctioneer will undertake these obligations, at no cost to the County.

AUCTIONEER AGREEMENT

This Agreement (hereinafter referred to as the "Agreement"), is made by and between the **County of Oneida**, a municipal corporation organized and existing pursuant to the laws of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York (hereinafter referred to as the "County"), and **Auctions International, Inc.**, a domestic business corporation organized and existing under the laws of the State of New York, with its principal office located at 11167 Big Tree Road, East Aurora, New York (hereinafter referred to as the "Auctioneer").

WHEREAS, the County desires to utilize a method for the disposition of its surplus property (hereinafter referred to as the "property"), in order obtain the highest possible value; and

WHEREAS, the Auctioneer has represented to the satisfaction of the County that it possesses the necessary experience, resources and skills, to provide these services to the County.

NOW, THEREFORE, in consideration of the covenants and agreements hereafter set forth, and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree, as follows:

1. **Term.** This Agreement shall commence upon execution by both parties and shall terminate on December 31, 2024, unless terminated earlier in accordance with section 2 of this Agreement.

2. **Termination.** This Agreement may be terminated by either party, without cause, upon sixty (60) days' written notice to the other party, commencing upon the date the notice is sent. All notices to the Auctioneer shall be sent to 11167 Big Tree Road, East Aurora, New York 14052. All notices to the County shall be sent to the Oneida County Director of Purchasing, Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, with copy to the Oneida County Attorney, Oneida County Office Building, 800 Park Avenue, Utica, New York 13501. Upon termination of this Agreement, all County property, documents, and other items, if any, in the possession of the Auctioneer, shall be returned to the County on or before the date of termination.

3. **Payment by County.** The County shall not pay the Auctioneer or any third party, including purchasers, for its performance under this Agreement, including, but not limited to, any commission or finder's fee. If elected by the County, the Auctioneer shall provide the following services, at no cost to the County and/or the purchaser: (a) an employee of the Auctioneer shall travel to the location requested by the County; (b) s/he shall take a minimum of eight (8) high-resolution photographs of each item of property; (c) s/he shall gather specific information and detail about the property; (d) s/he shall conduct additional research about the property, as reasonably required; and (e) s/he shall start, run and test drive vehicles and motorized equipment. If the County elects to have the Auctioneer start, run and/or test drive any vehicles and/or motorized equipment, the Auctioneer shall provide the County with any and all

certificates of insurance and/or licenses, as may be reasonably required by the County, prior to the Auctioneer's employee traveling to the requested location.

4. **Buyer's Premium.** The Auctioneer shall charge to the purchaser of the property a buyer's premium, as follows (most specific subsection controls):
- a. Ten percent (10%) of the successful highest bid amount, if the purchaser is not remitting payment by credit card or debit card;
 - b. Fourteen percent (14%) of the successful highest bid amount, if the purchaser is remitting payment by credit card or debit card;
 - c. Four percent (4%) of the successful highest bid amount, for motorized vehicles or equipment sold within two (2) years of the manufacture date year, if the purchaser is not remitting payment by credit card or debit card;
 - d. Eight percent (8%) of the successful highest bid amount, for motorized vehicles or equipment sold within two (2) years of the manufacture date year, if the purchaser is remitting payment by credit card or debit card;
 - e. Five percent (5%) of the successful highest bid amount, for motorized vehicles or equipment sold within three (3) years of the manufacture date year, if the purchaser is not remitting payment by credit card or debit card;
 - f. Nine percent (9%) of the successful highest bid amount, for motorized vehicles or equipment sold within three (3) years of the manufacture date year, if the purchaser is remitting payment by credit card or debit card.

For the purposes of this section, 'successful highest bid amount' means the greatest monetary figure, exclusive of any other fee or tax, that a purchaser who is responsible places at the auction, which meets or exceeds the County's minimum acceptable price; and 'sold' means the date the auction is closed and a successful highest bid amount may be determined.

5. **Payment to County.** The Auctioneer shall mail a check to the County for all net proceeds collected within fifteen (15) business days after the County approves the bids for the property and all monies are collected from the purchaser. In the event the Auctioneer reasonably anticipates that any check shall not be received by the County within twenty (20) business days after the County approves any bid, the Auctioneer shall immediately notify the County and provide the reason therefor. Every check shall be accompanied by an accounting summary that itemizes the property sold, the buyer's premium, and any other fees and/or taxes, charged to the purchaser and/or the County.

6. **Payment by Purchaser.** All payments from the purchaser are due to the Auctioneer within five (5) business days. In the event a bidder refuses or fails to pay for any property, without a compelling excuse, as determined by the County, he/she/it shall be banned by the Auctioneer from bidding in future auctions and the Auctioneer shall offer the property to the second-highest bidder for the second-highest bid amount. If the second-highest bidder refuses or fails to pay for any property, the County may direct that the auction be canceled or the property be re-auctioned, at the sole discretion of the County. The Auctioneer assumes the risk that any method of payment accepted by the Auctioneer is deemed insufficient. The County shall not issue any refunds or credits for funds paid to the County that are later deemed insufficient by the Auctioneer.

7. **Services.**

a. The Auctioneer shall sufficiently advertise and market its auctions, including, but not limited to postings and/or advertisements, on its website, general auction websites, search engines and social media pages. At the option of the County, the Auctioneer shall also advertise by publishing press releases, mailings, on local media and email campaigns, at no cost to the County and/or purchaser.

b. The Auctioneer shall conduct online auctions at www.AuctionsInternational.com, with a clear start and end, dates and times, which shall be mutually agreed upon by the parties. The Auctioneer shall be responsible for the display of the photos, descriptions, condition reports, minimum acceptable bid amounts (if applicable), or any other conditions, such as pick-up required. All property shall be listed and sold 'as is' and 'with all faults,' and without any warranty, express or implied, including any warranty for fitness for a particular purpose and/or any manufacturer or third party warranty. Prior to the start date and time of the auction, the County may set minimum acceptable bids for the property. At the end date and time of the auction, or prior thereto, the County may accept or reject, any and/or all bids received, and/or cancel the auction. All sales shall be subject to the approval of the County. If any property has an estimated cumulative value of less than \$1,000.00, as determined by the County, it may be sold in lots by the Auctioneer, subject to prior approval of the County.

c. The Auctioneer shall provide all customer service functions and assist potential bidders, bidders and purchasers, by telephone, email and/or website chat, during normal business hours. The Auctioneer shall also provide assistance to the County in the performance of its obligations specified in section 9 of this Agreement.

d. The Auctioneer shall collect of all payments and fees from purchasers, and the collect and remit all taxes, in accordance with all federal, State and local, laws, rules and regulations. The Auctioneer shall provide adequate security for its website and/or any third party websites, and shall be solely responsible for any and all security breaches.

8. **Performance of Services.** The Auctioneer represents that it is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services under this Agreement, and shall use its professional skills, knowledge, experience, and best efforts to complete performance to the satisfaction of the County. The Auctioneer shall not utilize the services of any subcontractors in the performance of this Agreement, without prior written consent of the County.

9. **Obligations of the County.** The County shall arrange for the pick-up by purchasers or the shipping of property, at the sole discretion of the County, after the Auctioneer confirms payment-in-full by the purchaser to the Auctioneer and provides the County with the purchaser's current contact information. For all property that the County has a physical title document thereto, the County shall provide it to the purchaser at the time of pick-up or be shipped with the property. The County shall not auction any property that is currently being auctioned by the Auctioneer.

10. **Reservation of Rights by the County.** The County expressly reserves the right to utilize its own internal method of selling its surplus property and may also contract with any other entity or entities to provide the same or similar services. The County retains and reserves the right to

decide, in its sole discretion, what property shall be auctioned by the Auctioneer. The Auctioneer shall have no expectation that any property will be auctioned, and may not rely upon the expectation future auctions, for any purpose.

11. **Damage to Premises.** The Auctioneer shall, at its expense, promptly repair or replace to the satisfaction of County, any property damaged or destroyed by the Auctioneer, or any of the Auctioneer's authorized personnel, employees, staff or independent contractors. Alternatively, if required by the County, the Auctioneer shall pay the County an amount sufficient to compensate for the loss sustained by the County by reason of damage to, or destruction of, the property.

12. **Independent Contractor.**

a. It is expressly agreed that the relationship of the Auctioneer and the Auctioneer's officers, agents, directors and employees, to the County shall be that of an independent contractor. The Auctioneer and the Auctioneer's officers, agents, directors and 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 Auctioneer, on behalf of itself and its officers, agents, directors and employees, 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 by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

b. The Auctioneer 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 Auctioneer's officers, agents, directors and employees, shall not be eligible for compensation from the County due to absence caused by illness, normal vacation, or attendance at school, special training, or a professional convention or meeting.

d. The Auctioneer, on behalf of itself and its officers, agents, directors and employees, acknowledges and agrees that as an independent contractor under this Agreement, they are not eligible for any County employee benefits, including retirement membership credits.

e. In the event the County makes a payment to the Auctioneer, it shall be paid pursuant to IRS Form 1099, and it shall be solely responsible for applicable taxes for all compensation paid to it under this Agreement, and for compliance with all applicable labor and employment requirements with respect to any employment. 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).

f. The Auctioneer 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 Auctioneer's or the Auctioneer's officers', agents', directors' and employees' independent contractor status, it is agreed that both the County and the Auctioneer 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 Auctioneer agrees to comply with Federal laws and State laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

13. **Article 6 of the Public Officers Law.** The Auctioneer acknowledges and understands that the County is subject to the New York State Freedom of Information Law. In the event the County is required to disclose records relating to the subject matter of this Agreement, as determined by the County, the Auctioneer shall hold the County and its officers, directors, members, agents, employees, contractors and other representatives harmless.

14. **Insurance.**

a. The Auctioneer shall obtain and maintain, during the entire term of this Agreement, including any renewals, amendments and/or extensions thereof, insurance against such risk and for such amounts as are customarily insured against by businesses of like size and type, including, but not limited to, coverage for claims for personal injury or property damage including premises, operations, products and completed operations coverage, under a policy of Commercial General Liability (CGL) insurance with a combined single limit per occurrence in respect of bodily injury, disease and death and property damage (including, to the extent such insurance is reasonably available therefor, environmental damage), of not less than One Million and 00/100 Dollars (\$1,000,000.00), and an annual aggregate limitation of not less than Two Million and 00/100 Dollars (\$2,000,000.00), which insurance shall include contractual liability insurance. All insurance shall be written by companies licensed to do business in the State of New York and otherwise reasonably satisfactory to the County with an A.M. Best rating of A or better and financial size category of at least Class VII, or such higher standard as the County shall reasonably require. Deductibles, and terms and conditions, of such insurance shall be subject to the County's reasonable approval. All policies and certificates of insurance, shall state that the carrier cannot cancel or refuse to renew or create a material reduction of coverage without giving the County at least thirty (30) days' prior written notice. The aforesaid insurance shall name the County (for purposes of this form, specifically named as "Oneida County"), and any other parties required by the County, 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 (or loss payee in the case of property insurance).

b. The Auctioneer 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 and 00/100 Dollars (\$1,000,000), per occurrence. Umbrella and/or excess coverage must include the 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.

c. The Auctioneer shall also obtain and maintain, during the term of this Agreement, Workers' Compensation and Employer's Liability insurance, with appropriate statutory limits. Auctioneer shall furnish the County with a certificate of insurance or other proof satisfactory to the County that the Auctioneer is maintaining the aforesaid insurance coverage.

d. The Auctioneer waives all rights against the County and its officers, directors, members, agents, employees, contractors and other representatives, for recovery of damages, to the extent these damages are covered by Commercial General Liability or Workers'

Compensation and Employer's Liability insurance, maintained per the requirements stated above.

e. Prior to commencing performance, the Auctioneer shall furnish the County with (a) certificate of insurance(s) or other proof satisfactory to the County that the Auctioneer is maintaining the aforesaid insurance coverage.

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

16. **Corporate Status.** The Auctioneer represents, warrants and covenants, that it is a domestic business corporation duly organized and validly existing under the laws of, or authorized to do business in, and in good standing with, the State of New York, and has the authority to enter into this Agreement. The Auctioneer further represents, warrants and covenants, that it has the resources to perform the services and provisions of this Agreement.

17. **No Waiver.** The failure of either party to insist on the performance of any of the terms and/or conditions of this Agreement, or the waiver of any breach of any of the terms and/or conditions of this Agreement, shall not be construed as waiving any such terms and/or conditions, but shall continue and remain in full force and effect, as if no such waiver had occurred.

18. **Partial Invalidity.** The invalidity of any portion of this Agreement will not, and shall not, be deemed to affect the validity of any other provision.

19. **Paragraph Headings.** The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement.

20. **Modification of Agreement.** Any modification of this Agreement, or additional obligation assumed by either party in connection with this Agreement, shall be binding only if evidenced in a writing signed by the parties.

21. **Attorney's Fees.** In the event that any action or proceeding arising out of, or with respect to, this Agreement is commenced by the County, the Auctioneer will pay all of the

County's costs and expenses in connection herewith including, but not limited to, the County's reasonable attorneys' fees, disbursements, expert witness fees and all other costs, including all such fees with respect to any appellate proceedings or any proceedings in bankruptcy.

22. **Expenses.** All fees and expenses arising out of this Agreement shall be paid by the Auctioneer, including, but not limited to, travel, equipment, tools, office space, support services or other general operating expenses.

23. **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 or proceeding shall be filed in a court of competent jurisdiction in Oneida County, New York.

24. **Entire Agreement.** This Agreement contains all the representations and the entire agreement between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agree to, all the terms and conditions contained in the Agreement, including Addendum I (Standard Oneida County Conditions), which is attached hereto as **Exhibit A** and made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) indicated.

County of Oneida

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

Dated: _____, 2020

Auctions International, Inc.

By: _____
Richard J. Klisiewicz, III
Operations Manager

Dated: 5/22/2020

Approved:

Sarah C. Hughes
Assistant County Attorney



**ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442
Phone: (315) 798-5656 Email: wpc@ocgov.net Fax: (315) 724-9812

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

June 8, 2020

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

FN 20 20-215

Re: Public Hearing
\$40 million Sewer District Bonding
CDWSRF Project Number C6-8070-08-15

**PUBLIC WORKS
WAYS & MEANS**

Dear County Executive Picente:

It is now time to move forward with authorization for the final bonding for the upgrades to the Oneida County Water Pollution Control Plant. This includes Secondary System Upgrades (HG572) and Barnes Ave. Pumping Station Relocation (HG573).

Article 5-A, Section 268 of the County Law requires, among other things, that a public hearing be held by the Board of Legislators to consider improvements that will be made by the capital projects in question. The public hearing is required before the Board can consider a bonding resolution for the project. The Board must pass the attached resolution establishing the public hearing to continue the funding process.

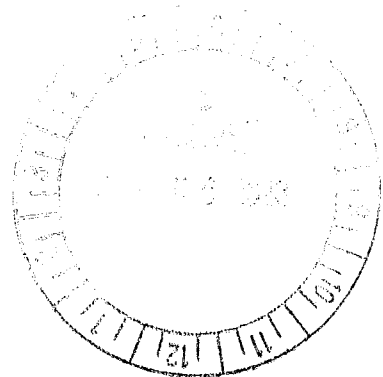
Based on this increase in bonding authorization, the engineering consultants have estimated the increase in costs for the average single-family residence of approximately \$38 and \$57 for a two-family residence for the first year.

I would appreciate consideration of this request by you and the Board of Legislators so this resolution could be acted upon during the July 8th meeting. This would allow the public hearing to be held prior to the Board meeting on August 12th meeting.

Should you have any questions, please feel free to contact me.

Sincerely,
**THE ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.
Commissioner



Cc: Michael B. Waterman, Chairman- DPW Committee
Joseph J. Timpano, Comptroller

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

Anthony J. Picente, Jr.
County Executive

Date 6-9-20



Orrick, Herrington & Sutcliffe LLP
51 West 52nd Street
New York, NY 10019-6142

+1 212 506 5000

orrick.com

June 8, 2020

VIA E-MAIL (jtimpano@ocgov.net)

Mr. Joseph J. Timpano
County Comptroller
County of Oneida
County Office Building
800 Park Avenue
Utica, NY 13501

Re: County of Oneida, New York
Oneida County Sewer District – Consent Order Projects
Orrick File: 42439-2-46

Dear Joe:

In accordance with your request, I have drafted and enclose herewith the form of resolution calling for the public hearing. Notice of such hearing must be published at least ten days prior to the date of the hearing.

When available, we look forward to being provided with the following:

1. A certified copy of the enclosed resolution calling for the public hearing.
2. An affidavit of publication of the notice of public hearing.

With best wishes,

Very truly yours,

Tom

Thomas E. Myers
/es

cc: Ms. Sheryl Brown (sbrown@ocgov.net)
Mr. John C. Shehadi (jshehadi@fiscaladvisors.com)

 Motion Made By _____

RESOLUTION NO. _____

A RESOLUTION CALLING A PUBLIC HEARING FOR THE PURPOSE OF
 CONSIDERING PROPOSED IMPROVEMENTS FOR THE ONEIDA COUNTY SEWER
 DISTRICT

WHEREAS, the County of Oneida (the "County") has previously approved the increase and improvement of the facilities of the Oneida County Sewer District at a maximum estimated cost of \$277,000,000 consisting of various improvements necessary to address sanitary sewer overflow problems all in connection with a Consent Order with the New York State Department of Environmental Conservation; and

WHEREAS, an amended map, plan and estimate of cost was prepared and dated March 11, 2020, to reflect all current sewer improvements necessary in order to satisfy such Consent Order; and

WHEREAS, it is now proposed to authorize such improvements as set forth in the amended map, plan and estimate of cost at a new maximum estimated cost of \$317,000,000; and

WHEREAS, it is now desired to call a public hearing thereon; now therefore, BE IT

RESOLVED, by the County Legislature of the County of Oneida, New York, as follows:

Section 1. A meeting of the County Legislature, the County of Oneida, New York, to be held at the County Office Building, in Utica, New York, in said County, on the 12th day of August, 2020, at _____ o'clock P.M., prevailing time, for the purpose of conducting a Public Hearing upon the aforesaid matter. The Clerk of said County Legislature is hereby authorized and directed to cause a notice of such public hearing to be published and posted in the manner provided by law.

Section 2. The Clerk of the Legislature is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in the official newspaper not less than ten, nor more than twenty, days before the date designated for the hearing.

Section 3. The notice of public hearing shall be in substantially the following form:

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the County Legislature of the County of Oneida, New York, will meet at the County Office Building, in Utica, New York, in Oneida, New York, on August 12, 2020, at _____ o'clock ____M., Prevailing Time, for the purpose of conducting a public hearing in relation to the proposed increased cost of the increase and improvement of the facilities of the Oneida County Sewer District in said County, consisting of various improvements necessary to address sanitary sewer overflow problems all in connection with a Consent Order with the New York State Department of Environmental Conservation, at a new maximum estimated cost of \$317,000,000 (being an increase of \$40,000,000). The estimated increased annual cost to the typical property owner in said Sewer District as a result thereof is \$38 for a single family home and \$57 for a two-family home, bringing the total annual estimated cost of the project for a single family home to be \$300 and \$450 for a two family home.

Dated: Utica, New York,

_____, 2020.

BY ORDER OF THE COUNTY
LEGISLATURE OF THE
COUNTY OF ONEIDA, NEW YORK

Clerk, County Legislature

Section 4. This resolution shall take effect immediately.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

CERTIFICATION FORM

STATE OF NEW YORK)
) ss.:
COUNTY OF ONEIDA)

I, the undersigned Clerk of the County Legislature of the County of Oneida, New York (the "Issuer"), DO HEREBY CERTIFY:

- 1) That a meeting of the Issuer was duly called, held and conducted on the 8th day of July, 2020.
- 2) That such meeting was a **special regular** (circle one) meeting.
- 3) That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
- 4) That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
- 5) That all members of the Board of the Issuer had due notice of said meeting.
- 6) That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
- 7) That notice of said meeting (***the meeting at which the proceeding was adopted***) was caused to be given **PRIOR THERETO** in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

POSTING (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Legislature this _____ day of July, 2020.

Clerk, County Legislature

(CORPORATE SEAL)



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

MARK E. LARAMIE, P.E.
Commissioner

June 5, 2020

FN 20 20-216

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

The Convention and Visitors Bureau for Oneida County, Inc., currently leases approximately 467 square feet office space from Oneida County at Union Station with first floor lobby access.

Enclosed is a lease agreement with the Convention and Visitors Bureau with a term that commences on October 1, 2019 and ends on September 30, 2020 unless otherwise terminated by either party. It is renewable for four (4) terms of one (1) year each by agreement, and additional terms with a duly executed renewal agreement approved by the Oneida County Board of Legislators. In each year of the term, the Convention and Visitors Bureau would pay rent in the amount of \$1.00 per year.

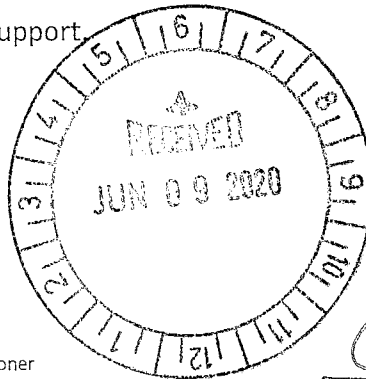
Please consider the enclosed agreement at your earliest convenience. If acceptable, please forward to the Oneida County Board of Legislators for approval.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
Commissioner

cc: Matthew Baisley, Deputy Commissioner



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

Anthony J. Picente, Jr.
County Executive

Date 6-9-20

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Convention and Visitors Bureau
 for Oneida County, Inc.
 321 Main Street
 Utica, NY 13501

Title of Activity or Service: Lease

Proposed Dates of Operation: October 1, 2019 – September 30, 2020

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

The Convention and Visitors Bureau for Oneida County, Inc., currently leases approximately 467 square feet of office space from Oneida County at Union Station with first floor lobby access. It will pay rent in the amount of \$1.00 per year.

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

3) Program Design and Staffing: N/A

4) Funding	Account #:	A1740
	Total Funding Requested:	\$1.00
	Oneida County Dept. Funding Recommendation:	\$1.00

Proposed Funding Sources	Federal:	
	New York State:	
	County:	\$1.00 (Revenue)
	Other:	

Past Performance Data: N/A

O.C. Department Staff Comments: None

**LEASE AGREEMENT
FOR
CONVENTION AND VISITORS BUREAU FOR ONEIDA COUNTY, INC.**

This Lease Agreement is made the 1st day of October, 2019 between the **County of Oneida** (hereinafter called "Lessor") a municipal corporation organized under the laws of the State of New York with its primary offices located at 800 Park Avenue, Utica, NY 13501, and **The Convention and Visitors Bureau for Oneida County, Inc., d/b/a Oneida County Tourism** (hereinafter called "Lessee"), a corporation existing under the laws of the United States of America, with its primary offices located at 321 Main Street, Utica, NY 13501 (collectively called the "Parties") in consideration of the covenants and agreements hereinafter mentioned on the part of Lessee to be kept and performed at the following premises:

Approximately four-hundred sixty-seven (467) square feet of space on the first floor, further defined in Exhibit A attached hereto, in the premises owned by Lessor and located at 321 Main Street, Utica, NY 13501 (hereinafter the "Demised Premises").

1. **TERM/RENT AND ADJUSTMENTS**

- a. Lessee shall hold the Demised Premises for a term of **One (1) year** commencing on **October 1, 2019** and ending **September 30, 2020** unless sooner terminated as hereinafter provided.
- b. Annual rent payment shall be **One Dollar and Zero cents (\$1.00)** payable upon execution of this Lease Agreement.
- c. In the event that Lessee gains the status of holdover tenant pursuant to New York State Real Property Law, it shall be on a month-to-month basis and upon the terms and conditions contained herein, except Lessor or Lessee may terminate the tenancy upon written notice of thirty (30) days to the other Party.

2. **ASSIGNMENT**

- a. Lessee shall not assign this Lease Agreement, or sublet the Demised Premises or any part thereof, or make any alterations therein, or any additions thereto without the express written consent of Lessor. All additions, permanent fixtures or improvements including lighting and moldings, which may be made by Lessee, except movable office furniture or other easily removable fixtures, shall become the property of Lessor and remain upon the Demised Premises as a part thereof and be surrendered with the Demised Premises at the termination of this Lease Agreement.

3. **OPERATIONS**

- a. Lessee shall peaceably and quietly have, hold and enjoy the Demised Premises for use as its office and its facility for furthering its purposes as set forth in law. The public will be encouraged to use the facility. Lessee will at all times have an

employee or other designated individuals present for all activities sponsored by Lessee.

- b. No other unrelated activities shall be permitted without the prior written consent of Lessor.
- c. Lessee shall be responsible for securing and maintaining all required operating permits, licenses and certificates. Copies of all permits, licenses and certificates and copies of any renewals thereto shall be provided to Lessor within thirty (30) days of Lessor's written request.

4. MAINTENANCE

- a. Lessee shall be responsible for providing all janitorial cleaning services and maintaining the Demised Premises during the term of this Lease Agreement in a neat and sanitary condition. Lessor agrees to dispose of all solid waste and all recyclable waste.

5. SECURITY

- a. Lessee shall be responsible for securing said premises. Lessor may provide additional security measures at their discretion. Lessor shall not be responsible for any losses resulting from theft or vandalism on said premises.

6. COMMON AREAS

- a. Lessee shall have the right to use, in common with Lessor and others legally entitled thereto, public restrooms, the lobby, hallways, elevators, stairways and surrounding grounds of the premises located at 321 Main Street, Utica, NY 13501.
- b. Lessor makes no representations as to condition, fitness or utility of said common areas, except that such areas shall be neat, sanitary and regularly cleaned. Lessee's liability arising out of use of said areas shall be as if same were included within the Demised Premises.

7. JOINT USE

- a. Lessor hereby reserves unto itself, its employees, tenants, invitees and licensees, at any time and at all times, the right to use jointly the common areas, which right shall be superior to, and supersede, Lessee's use thereof in the event of any conflicting uses.

8. LESSOR'S FACILITIES

- a. Lessor hereby reserves unto itself and its licensees the right and easement to construct, use, operate, maintain, repair and review any pipe, conduit or tunnel and any electric communication or signal transmission lines, together with poles and

guys therefore, and any other facilities of like character, as may now exist or may hereafter be placed upon, within, under or over the Demised Premises it being agreed that this Lease Agreement is subject and subordinate to any and all such rights, easements and uses. Lessee shall occupy and use the Demised Premises in a careful, safe and orderly manner so as not to interfere in any way with the maintenance activities or the operations of Lessor regarding any structures or facilities appurtenant.

9. UTILITIES/SERVICES

- a. Lessor agrees to furnish Lessee with heat, electricity, water, and sewer service. Lessor also will provide janitorial services and maintenance of public areas, public bathrooms, hallways and entrances. Lessor further agrees to provide snowplowing and sidewalk clearing, sanding and salting of sidewalks, solid waste removal from dumpster containers.
- b. Lessee shall not utilize electricity supplied to the Demised Premises for electrical space heaters or air conditioning units or any additional electrical connections without the prior written consent of Lessor.
- c. Lessor shall not be responsible for any loss of income or suspension of Lessee's service due to a delay or loss of heat, electricity, water or sewer service to the Demised Premises.

10. TELEPHONE AND DATA SERVICE

- a. Lessee shall have the right to have telephone and data service installed at Lessee's own expense. Lessee, upon termination of this agreement, shall have the right to remove from the Demised Premises any telephones or equipment which are Lessee's property. Establishment of telephone and data service must first be approved by Lessor to assure proper installation and location thereof and such approval shall not be unreasonably delayed, withheld or conditioned.

11. MACHINERY AND EQUIPMENT

- a. Lessee is hereby authorized to install all machinery and equipment for its operation on/at such Demised Premises; such machinery and equipment installed by Lessee shall at all times remain the property of Lessee, notwithstanding the terms of Section 2, ASSIGNMENT, and at no time will such items be considered a fixture or appurtenance of Lessor's property. At the termination of this Lease Agreement or any renewal period thereof, Lessee agrees to remove all items installed, and Lessor agrees that Lessee is so entitled. Lessee shall be responsible for any and all damages caused by the removal of any items so removed. If such removal is not completed by Lessee within a reasonable period of time, then Lessor shall have the authority to so remove, charging the expense of such removal, including costs of repairs for any damages appurtenant thereto, as well as reasonable storage fee, to Lessee. Lessor

shall have the option of pursuing its appropriate legal remedies to collect such expenses, or, following one hundred and twenty (120) days after such removal by Lessor, Lessor may sell any of such items in storage in order to pay for such expenses, forwarding the surplus, if any, to Lessee, providing Lessor must give Lessee at least thirty (30) days written notice thereof and an opportunity to remove said items within that thirty-day period. In the event that any items attached to the realty are allowed to be removed, Lessee shall repair any damage caused by such removal.

12. ACCEPTANCE OF PREMISES/DUTY TO REPAIR

- a. Lessee hereby accepts the Demised Premises in the condition they are in at the beginning of this Lease Agreement, and agrees to maintain the said premises in the same condition, order and repair as they are at the commencement of said term excepting only reasonable wear and tear arising from the use thereof under this agreement, and excepting such change in condition, order and repair as may be incident to the rehabilitation of the property, and to make reparations to Lessor immediately upon demand, any damage to water apparatus, or electrical lights or any fixtures, appliances or appurtenances of said premises, or damages to the structure of the building caused by any act of neglect of Lessee, or of any person or persons in the employ of Lessee or persons acting on the authority or at the direction of Lessee.

13. RENOVATIONS

- a. It is agreed between the parties that if the premises leased under this agreement are renovated to suit Lessee's needs, the cost of such renovations will be borne fully by Lessee. Such renovations may only be made by Lessee with Lessor's written consent, such approval shall not be unreasonably delayed, withheld or conditioned, and may be subject to approval by the New York State Department of State. If, during such renovations, existing hazardous materials (i.e. asbestos or lead) are discovered, then abatement of such condition shall be made at Lessee's expense in accordance with any applicable statutes, laws, ordinances, and permits.

14. SIGN AND SUPPORT INFORMATION

- a. Lessee shall secure written approval from Lessor prior to posting or installing permanent signage, notices, or any other item on or in the facility.

15. ACCESS TO PREMISES BY LESSOR

- a. Lessee agrees that Lessor, its agents and/or employees, shall have the right to enter into and upon the premises or any part thereof, at all reasonable hours for the purpose of examining the same or making emergency repairs or alteration as may be necessary for the safety and preservation thereof. Further, Lessee agrees that Lessor, its agents and/or employees shall have the right to enter into or upon the premises

or any part thereof as necessary in order to effectuate any rehabilitation of the premises, to the extent that such right does not interfere with Lessee's use and enjoyment of the premises.

16. DAMAGES TO LESSEE'S PROPERTY

- a. All personal property placed or moved into the Demised Premises shall be at the risk of Lessee or owner thereof, and Lessor shall not be liable for any damage to said personal property, or to Lessee's employees arising from any cause or from any act of negligence, wrongdoing, malfeasance, or any act or failure to act of any co-tenant or occupants of the building or of any other person whosoever, as well as from any act of theft, vandalism, malicious mischief or similar occurrence.

17. DAMAGE TO LESSOR'S PROPERTY

- a. Lessee shall be responsible for all damages to the Demised Premises caused by the negligence, wrongdoing, malfeasance or any act or failure to act on the part of Lessee or any of its agents or employees in the normal operation of the premises subject to this Lease Agreement; and shall further be responsible for all damage caused to the said premises through the negligence, wrongdoing, malfeasance or any act or failure to act on the part of Lessee or any of its agents, employees, or invitees; and shall be further responsible for all damages caused to the Demised Premises by the malfunctioning of any equipment or other property used by or in the possession of Lessee and due to Lessee's negligence and not the property of or in the care and custody of Lessor. Lessee shall report to Lessor any damages to said premises no later than ten (10) working days following the day upon which such damage was discovered.

18. RIGHT TO REPAIR

- a. Lessee reserves the right and agrees to repair the Demised Premises within a reasonable period of time through the use of its employees or to hire any party to repair any defects or damage to said premises. Repairs to said premises shall not be made without the approval of Lessor unless (i.) the total cost for each repair is less than Five Hundred Dollars (\$500.00), and (ii.) it is impractical to immediately secure such approval, and (iii.) additional damages would result if not immediately repaired. Any damages that result from the unreasonable delay of Lessor to give said approval for repairs shall be reimbursed to Lessee by Lessor.

19. DESTRUCTION OF PREMISES

- a. In the event the Demised Premises shall be destroyed or so damaged or injured by fire or other casualty during the term of this agreement, whereby said premises shall be rendered non-tenantable, then Lessor shall have the right to render said premises tenantable by repairs to be completed within ninety (90) days therefrom.
- b. If said premises are not rendered tenantable within said time, it shall be optional

with either party hereto to cancel this Lease Agreement. The cancellation herein mentioned shall be submitted in writing by either party hereto to the other at least fifteen (15) days from the actual cancellation date. If the property is rendered non-tenantable by fire or other disaster or casualty during the term of this Lease Agreement or any subsequent renewal thereof, then Lessee's obligation to pay rent hereunder shall be suspended as of the date that the premises became non-tenantable. The determination of what is tenantable or non-tenantable shall be made by the fire or building code inspector of the State of New York.

20. INSURANCE

- a. Lessee agrees that it will, at its own expense, at all times during the term of this agreement and any extension or renewal thereof, maintain in force a policy of insurance, which will insure against liability for property damage and/or injury/death with regard to any property or persons within or about the leased premises. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per each occurrence and Two Million Dollars (\$2,000,000.00) general aggregate. Lessee agrees to have Lessor added to said insurance policies as a named additional insured, as its interest may appear, and to provide Lessor with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show Lessor as an additional insured and to provide that such coverage shall not be terminated without written prior notice to Lessor of at least thirty (30) days.
- b. In the event that the activities and operations of Lessee shall change in such a substantial fashion as to pose an additional risk of liability, then Lessor shall have the right to request from Lessee an increase in the type and amount of liability coverage on its insurance policy.

21. LIABILITY OF LESSOR/INDEMNIFICATION OF LESSOR

- a. Lessee agrees that it shall defend, indemnify and hold harmless Lessor from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the operations of Lessee and its agents, servants, invitees or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default, negligence or malfeasance by Lessee and/or its agents, servants, invitees or employees, or failure on the part of Lessee and its agents, servants, invitees or employees to comply with any of the covenants, terms or conditions of this agreement.

22. DEFAULT OF LESSEE

- a. In the event that Lessee defaults in the performance of any of the material covenants herein, after reasonable notice from Lessor and opportunity to cure such default, it is mutually understood and agreed that Lessor may terminate this Lease Agreement

and re-enter said premises without resort to judicial process, or resort to any legal remedy available to Lessor.

23. NOTICES

- a. All notices to be served upon Lessee by Lessor or upon Lessor by Lessee shall be in writing and delivered by registered or certified mail.
- b. Notices to Lessor shall be addressed to Deputy Commissioner, Division of Buildings & Grounds, Department of Public Works, 6000 Airport Road, Oriskany, New York 13424.
- c. Notices to Lessee shall be addressed to: Convention and Visitors Bureau for Oneida County, Inc., P.O. Box 551, Utica, NY 13503.

24. WAIVER

- a. No waiver of any breach or breaches of any provision or condition of this Lease Agreement shall be construed to be a waiver of any preceding or succeeding provision or condition of this Lease Agreement or breach of same.

25. AMENDMENTS AND MODIFICATIONS

- a. This Lease Agreement may be modified or amended only in writing, duly authorized and executed by Lessor and Lessee. It may not be modified or amended by oral agreements or understandings between the parties.

26. SEVERABILITY

- a. If any part of this Lease Agreement is invalid or illegal, then only that part shall be void and have no effect. All other parts of this Lease Agreement shall remain in full force and effect.

27. CAPTIONS

- a. The captions of the various paragraphs of this Lease Agreement are for convenience and reference purposes only. They are of no other effect.

28. RENEWAL

- a. This Lease Agreement may be renewed for four (4) additional one (1) year terms if agreed by Lessee and Lessor. Lessee shall submit a written request for renewal sixty (60) days in advance of the expiration of each term and Lessor shall provide written approval, in the form of a letter signed by the Deputy Commissioner of Buildings and Grounds, within thirty (30) days of receipt of said request. At the expiration of the

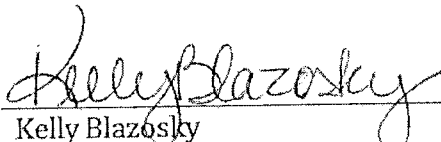
fourth additional one (1) year term, this Lease Agreement may only be renewed via a duly executed renewal agreement approved by the Oneida County Board of Legislators.

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this instrument for the purposes herein expressed, the day and year above first written.

County of Oneida:

The Convention and Visitors Bureau
for Oneida County, Inc.:

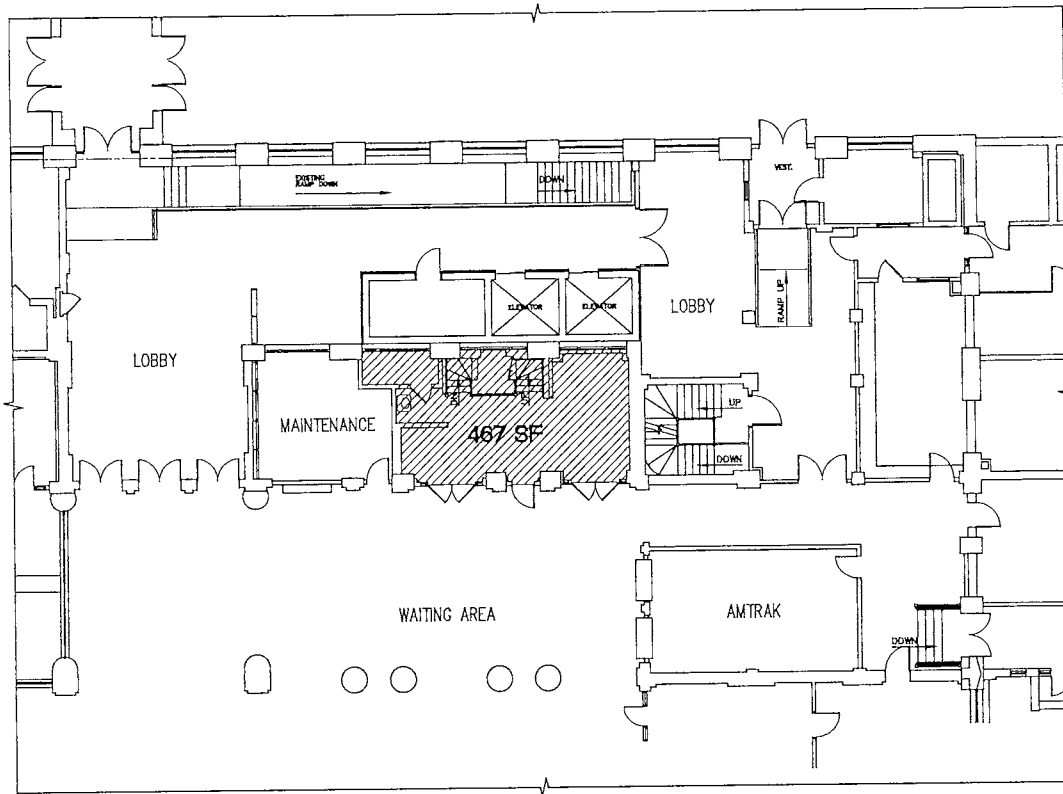
Anthony J. Picente, Jr.
Oneida County Executive

 6/5/2020

Kelly Blazosky
President

Approved:

Linda Bylica Lark
Assistant County Attorney



**FIRST FLOOR WAITING AREA
PARTIAL FLOOR PLAN**

N.T.S.



AREA LEASED TO THE
ONEIDA COUNTY CONVENTION
& VISITORS BUREAU

Exhibit A

UNION STATION
321 MAIN STREET
UTICA, NEW YORK 13501



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

MARK E. LARAMIE, P.E.
Commissioner

April 23, 2020

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

FN 20 20-217

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Enclosed is an agreement for professional consulting services with MARCH Associates, Architects & Planners, PC.

Proposals were solicited from qualified consultants to prepare plans and specifications for roof repairs at MVCC Payne Hall in Utica and flooring replacement at MVCC Academic Building in Utica. On April 1, 2020 the Oneida County Board of Acquisition & Contract accepted a proposal from MARCH Associates in the amount of \$39,450.00. Asbestos containing material sampling, asbestos abatement project monitoring, and permits will be additional expenses and reimbursed on a time and materials basis. The total of all contract expenses will exceed \$50,000.00. The term begins upon execution and ends on the earlier of December 31, 2021 or the completion of work. It is anticipated that the consultant will be able to perform most of the work while complying with all applicable Covid-19 related restrictions. The asbestos survey may have to be scheduled after such restrictions are lifted.

Please consider the enclosed contract and if acceptable forward to the Oneida County Board of Legislators for approval.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 5-28-20

Oneida County Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: MARCH Associates, Architects & Planners, P.C.
258 Genesee Street, Suite 300
Utica, NY 13502

Title of Activity of Service: Professional Consulting Services

Proposed Dates of Operation: Start on Execution – 12/31/2021

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

An agreement for professional consulting services to prepare plans and specifications for roof repairs at MVCC Payne Hall in Utica and flooring replacement at MVCC Academic Building in Utica.

Asbestos containing material sampling, asbestos abatement project monitoring, and permits will be an additional expense and reimbursed on a time and materials basis. ***The total of all contract expenses will exceed \$50,000.00.***

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

3) Program Design and Staffing: N/A

4)Funding:

	Account #:	H-473
	Total Funding Requested:	\$39,450.00+
	Oneida County Dept. Funding Recommendation:	\$39,450.00+
Proposed Funding Sources	Federal:	\$0.00
	State:	\$0.00
	County:	\$39,450.00+
	Other:	\$0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

THIS AGREEMENT, Contract Number 104161, made as of the 1st day of April in the year 2020

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

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

Oneida County
800 Park Avenue
Utica, NY 13501

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

MARCH Associates, Architects & Planners, P.C.
258 Genesee Street, Suite 300
Utica, NY 13502

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

Mohawk Valley Community College
Payne Hall Roof Replacement & Concrete Overhang Repairs
Academic Building Flooring Removal and Replacement
1101 Sherman Drive
Utica, NY 13501

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.

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.)

| Attachment B

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

| Attachment B

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

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

| To Be Determined

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

.1 Design phase milestone dates, if any:

Init.

To Be Determined

.2 Construction commencement date:

To Be Determined

.3 Substantial Completion date or dates:

To Be Determined

.4 Other milestone dates:

None

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

Competitive bid compliant with New York State Law

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

None

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

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

Mark E. Laramie, P.E.
5999 Judd Road
Oriskany, NY 13424

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

New York State Department of State

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

.1 Geotechnical Engineer:

None

Init.

.2 Civil Engineer:

None

.3 Other, if any:

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

None

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

Christopher J. Crolius, AIA
258 Genesee Street, Suite 300
Utica, NY 13502

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

None

.2 Mechanical Engineer:

None

.3 Electrical Engineer:

None

§ 1.1.11.2 Consultants retained under Supplemental Services:

Init.

Barton & Loguidice: Environmental Engineering

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

Attachment B

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

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Paragraph Deleted

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

§ 2.5 The Architect shall maintain, at its own expense, the following insurance until termination of this Agreement. The insurance carrier must have at least an A- (excellent) rating by A.M. Best and be qualified and admitted to do business in the State of New York.

§ 2.5.1 Commercial General Liability with policy limits of not less than 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 (\$ 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 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, pursuant to statute.

§ 2.5.5 Paragraph Deleted

Init.

§ 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. 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 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

Init.

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.

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§ 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, 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	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided

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

§ 4.1.2 Description of Supplemental Services

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

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.15 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 Separate bid packages shall be prepared for Payne Hall and the Academic Building.

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.

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§ 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 Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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§ 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 an exclusive license to use the Architect's Instruments of Service. The Architect shall obtain similar exclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service. The Architect shall provide reproductions of the Instruments of Service and the As-Constructed Record Drawings to the Owner upon request, free of charge. All such reproductions shall be the property of the Owner, whether or not the Project is completed.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses.

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

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

§ 7.5 The provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 Paragraph Deleted

§ 8.1.3 Paragraph Deleted

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. 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.

§ 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

Litigation in a New York State Court of competent jurisdiction or the Northern District of New York

Other: *(Specify)*

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

§ 8.3 Section Deleted

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of

performance of services under this Agreement. If the Architect elects to suspend services, 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.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension.

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination..

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

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

.1 Termination Fee:

None

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

None

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

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

§ 10.3 In compliance with New York General Municipal Law Section 109, the Architect agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other person or corporation without the previous consent, in writing, by the Owner.

§ 10.4 Paragraph Deleted

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

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§ 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 Attachments shall be resolved in the following order of precedence:

§10.13.1 Attachment A, Addendum – Standard Oneida County Conditions

§10.13.2 Any Contract Amendments, in reverse chronological order

§10.13.3 This Agreement

§10.13.4 Attachment B, Initial Information

§10.13.5 Attachment C, 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)

Basic Services Lump Sum Fee \$34,450.00.
Payments made in accordance with Exhibit E of Attachment C

- .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)

Design Contingency Lump Sum Fee \$5,000.00.
Only to be used as directed by owner. Unused balance shall be credited to owner.

Time and Materials for Supplemental Asbestos Containing Materials Sampling and Analysis
Time and Materials for Asbestos Abatement Project Monitoring
Payments made in accordance with Exhibit E of Attachment C.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

- 4.1.1.15: Compensation included in lump sum fee for Basic Services.
- 4.1.1.16: Compensation included in lump sum fee for Basic Services.
- 4.1.1.26: Compensation included in lump sum fee for Basic Services.
- 4.1.1.29: Compensation for asbestos containing material building survey, including ACM sample analysis, preparation of plans and specifications for abatement of asbestos containing materials included in lump sum fee for Basic Services. Compensation for supplemental asbestos containing material sampling and analysis, asbestos abatement project monitoring, including air sampling, shall be made on a time and materials basis for work completed utilizing billable rates established in Exhibit E of Attachment C.

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

Negotiated contract amendment.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5 %), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

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

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

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

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

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

Attachment C

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Section Deleted
 § 11.8.1

(Paragraphs deleted)

§ 11.8.2

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

None

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 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 () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

Statutory % per annum

§ 11.10.2.2 Paragraph Deleted

§ 11.10.2.3 Paragraph Deleted

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

Attachment A, Addendum – Standard Oneida County Conditions, fifteen (15) pages

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 Paragraph Deleted

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

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:15:01 ET on 04/28/2020 under Order No.5714959917 which expires on 10/22/2020, and is not for resale.
User Notes:

(1985630570)

(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Attachment B, Initial Information, two (2) pages
Attachment C, Proposal, forty three (43) pages

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

[Remainder of page intentionally left blank.]

Init.

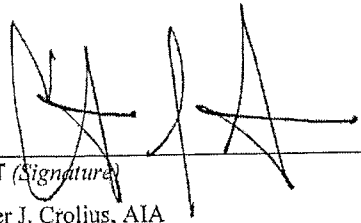
This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

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

ARCHITECT *(Signature)*

Christopher J. Crolius, AIA
Principal
(Printed name, title, and license number, if required)



init.

Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:15:01 ET on 04/28/2020.

PAGE 1

~~AGREEMENT~~ THIS AGREEMENT, Contract Number 104161, made as of the 1st day of April in the year 2020

...

Oneida County
800 Park Avenue
Utica, NY 13501

...

MARCH Associates, Architects & Planners, P.C.
258 Genesee Street, Suite 300
Utica, NY 13502

...

(Name, location and detailed description)

Mohawk Valley Community College
Payne Hall Roof Replacement & Concrete Overhang Repairs
Academic Building Flooring Removal and Replacement
1101 Sherman Drive
Utica, NY 13501

PAGE 2

Attachment B

...

Attachment B

...

To Be Determined

PAGE 3

To Be Determined

...

To Be Determined

...

To Be Determined

...

None

...

Competitive bid compliant with New York State Law

...

None

...

Mark E. Laramie, P.E.
5999 Judd Road
Oriskany, NY 13424

...

New York State Department of State

...

None

PAGE 4

None

...

None

...

Christopher J. Crolius, AIA
258 Genesee Street, Suite 300
Utica, NY 13502

...

None

...

None

...

None

PAGE 5

Barton & Loguidice: Environmental Engineering

...

Attachment B

...

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

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

...

§ 2.5 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 (\$ 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.~~ Compensation, pursuant to statute.

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

§ 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.~~

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

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§ 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, 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.

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§ 4.1.1.1	Programming	<u>Not Provided</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.3	Measured drawings	<u>Not Provided</u>
§ 4.1.1.4	Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5	Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Not Provided</u>
§ 4.1.1.9	Landscape design	<u>Not Provided</u>
§ 4.1.1.10	Architectural interior design	<u>Not Provided</u>
§ 4.1.1.11	Value analysis	<u>Not Provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13	On-site project representation	<u>Not Provided</u>
§ 4.1.1.14	Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15	As-designed record drawings	<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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4.1.1.15 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 Separate bid packages shall be prepared for Payne Hall and the Academic Building.

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

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None

PAGE 14

- .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.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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§ 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.

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

...

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

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

...

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. ~~mediation~~. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. 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.~~

...

[] Arbitration pursuant to Section 8.3 of this Agreement

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

...

§ 8.3 ~~Arbitration~~ Section Deleted

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

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

~~purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

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

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

~~§ 8.3.4 Consolidation or Joinder~~

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

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

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

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

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, 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.~~

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§ 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.

...

None

...

None

...

§ 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.~~

...

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

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

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§10.10 Independent Contractor Status

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

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

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

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

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

§10.13.1 Attachment A, Addendum – Standard Oneida County Conditions

§10.13.2 Any Contract Amendments, in reverse chronological order

§10.13.3 This Agreement

§10.13.4 Attachment B, Initial Information

§10.13.5 Attachment C, 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.

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Basic Services Lump Sum Fee \$34,450.00.
Payments made in accordance with Exhibit E of Attachment C

...

(Describe the method of compensation)

Design Contingency Lump Sum Fee \$5,000.00.
Only to be used as directed by owner. Unused balance shall be credited to owner.

Time and Materials for Supplemental Asbestos Containing Materials Sampling and Analysis
Time and Materials for Asbestos Abatement Project Monitoring
Payments made in accordance with Exhibit E of Attachment C.

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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 ACM sample analysis, preparation of plans and specifications for abatement of asbestos containing materials included in lump sum fee for Basic Services. Compensation for supplemental asbestos containing material sampling and analysis, asbestos abatement project monitoring, including air sampling, shall be made on a time and materials basis for work completed utilizing billable rates established in Exhibit E of Attachment C.

...

Negotiated contract amendment.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5%), or as follows:

...

Attachment C

...

§ 11.8 ~~Compensation for Reimbursable Expenses~~ Section Deleted

§ 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.~~

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None

...

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

Statutory % per annum

§ 11.10.2.2 ~~The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~ Paragraph Deleted

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

...

Attachment A, Addendum – Standard Oneida County Conditions, fifteen (15) pages

...

- ~~.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~(Insert the date of the E203 2013 incorporated into this agreement.)~~ Paragraph Deleted

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[] Other Exhibits incorporated into this Agreement:

...

Attachment B, Initial Information, two (2) pages
Attachment C, Proposal, forty three (43) pages

...

[Remainder of page intentionally left blank.]

Anthony J. Picente, Jr.
Oneida County Executive

Christopher J. Crolius, AIA
Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:15:01 ET on 04/28/2020 under Order No. 5714959917 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Commissioner

(Title)

05/22/2020

(Dated)

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.

Updated: 11/8/2018

Attachment B
Initial Information

1. Project Description

1.1. Payne Hall Roof Replacement

- 1.1.1. Remove existing roof system in its entirety.
- 1.1.2. Examine existing concrete roof deck for openings, cracks, etc. and seal same to prevent possible passage of air.
- 1.1.3. Install a new fully adhered white EPDM roofing system with a twenty-year warranty.
- 1.1.4. Replace roof flashing on parapet wall

1.2. Payne Hall Concrete Overhang Repair

- 1.2.1. Repair all deteriorated/missing concrete areas. In some cases, full depth repair will be required.
- 1.2.2. Confirm that areas reflected on the attached plans are accurate and that additional deterioration of the deck coating has not occurred.
- 1.2.3. Remove all areas of failing deck coating.
- 1.2.4. Remove all areas of sealant at concrete panel joints and install new.
- 1.2.5. Prep entire overhang area as recommended by coating manufacturer to apply a new elastomeric coating. This may require entire removal of existing coating.
- 1.2.6. Prep and recoat entire underside of overhang with a coating to provide uniform finish. This will include all sides of the opening(s) in the overhang.

1.3. Academic Building flooring removal and replacement.

- 1.3.1. Remove and replace all flooring systems, excluding ceramic tile and terrazzo, on 2nd floor. Replacement flooring shall be vinyl luxury tile. Skim coat or level floors as required.
- 1.3.2. Vinyl asbestos tile and other asbestos containing materials shall be abated. Abatement activities must be performed outside of normal working hours.
- 1.3.3. Work must be performed in an occupied facility and cannot interfere with daily operations.

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 will be required.

2.1.6. Prepare all permit applications and secure all permits. County shall pay all permit fees.

2.1.7. Consultant's work shall be based on and comply with all current and applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority, in all respects.

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

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

Attachment C
Proposal

March 10, 2020



Mark E. Laramie, P.E., Deputy Commissioner
Oneida County Department of Public Works
Division of Engineering
5999 Judd Road
Oriskany, NY 13424

258 Genesee Street, Suite 300
Utica, New York 13502
Phone 315.733.3344
Fax 315.733.3331
Web marchassoc.com

Re: Mohawk Valley Community College
Payne Hall Roof Replacement & Concrete Overhang Repairs
Academic Building ACM Flooring Removal and Replacement
MARCH No. 2023

Dear Mark:

MARCH Associates is pleased to submit this proposal for professional consulting services. We have based our proposal on the RFP, our understanding of the scope of work, and our previous experience at the College.

MARCH Associates is committed to providing personalized service to Oneida County. My role will be as Principal-In-Charge and I will serve in that capacity throughout this entire project.

To best serve you, we have chosen to collaborate with Barton & Loguidice to assist us with addressing the hazardous materials associated with the project.

Our proposal is formatted as follows:

Section 1	Firm Profile
Section 2	Project Approach
Section 3	Project Team & Experience
Section 4	References
Section 5	Proposed Schedule
Section 6	Insurance
Section 7	Exhibits / Fee Proposal

We certainly hope that you find this material responsive and that we will have the opportunity to continue working with the County at MVCC. If you require any additional information or have any questions, please contact us.

Very truly yours,

A handwritten signature in black ink, appearing to read "Christopher J. Crolius". The signature is written over a faint, circular stamp or watermark.

Christopher J. Crolius, AIA
Principal

encl.

CJC/dpl

Contract Number 104161

Attachment C

Page 1 of 43

Professional Qualifications

To:

Oneida County Department of Public Works
Division of Engineering

Presented for:

Mohawk Valley Community College

Payne Hall Roof Replacement & Concrete Overhang Repairs
Academic Building ACM Flooring Removal & Replacement
1101 Sherman Drive, Utica, NY

By:

MARCH ASSOCIATES

ARCHITECTS & PLANNERS, PC

258 Genesee Street, Suite 300
Utica, New York 13502
Phone 315.733.3344
Fax 315.733.3331
Web marchassoc.com

March 10, 2020

Table of Contents

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Firm Profile

2

Project Approach

3

Project Team & Experience

4

References

5

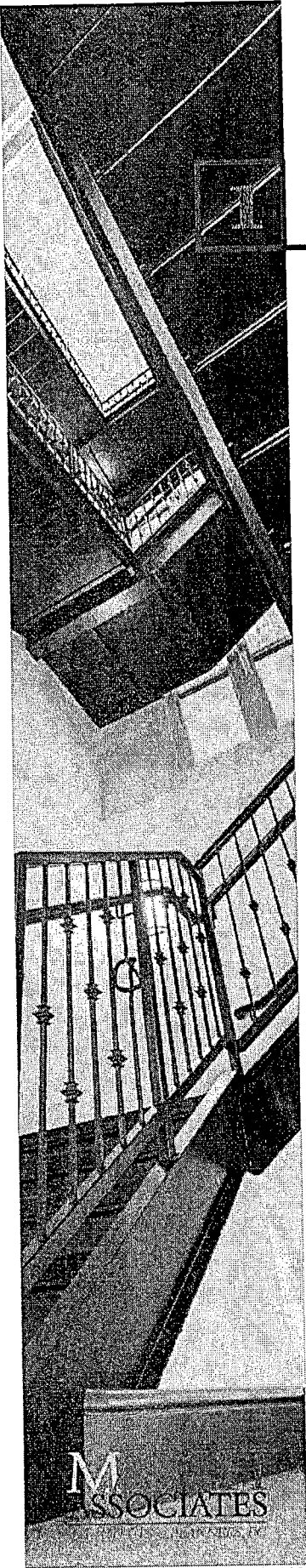
Proposed Schedule

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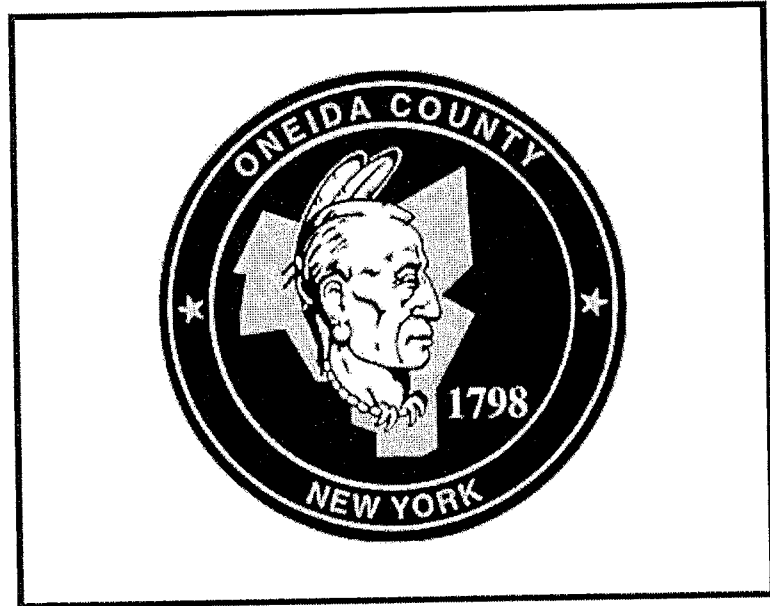
Insurance

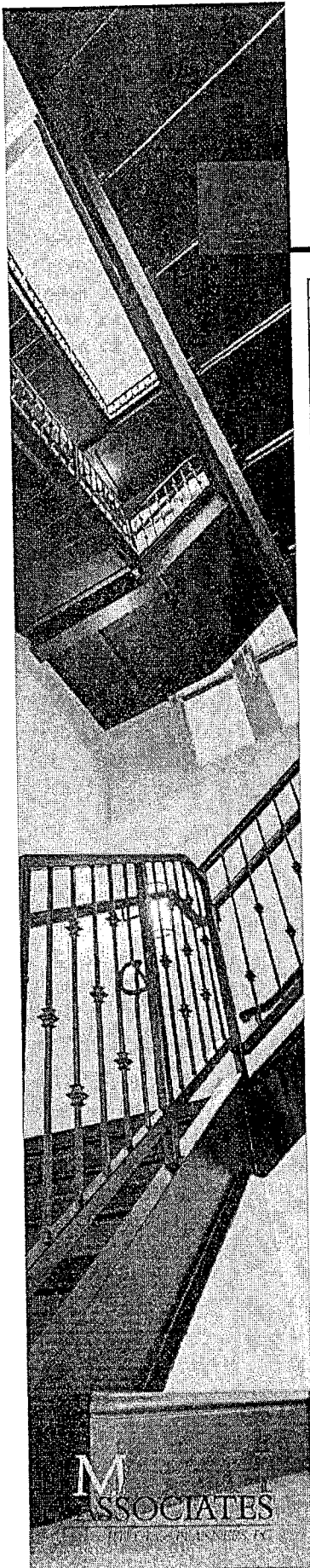
Exhibits





Firm Profile





Firm Profile

CONTACT INFORMATION:

MARCH Associates, Architects & Planners, PC
258 Genesee Street, Suite 300
Utica, NY 13502
Phone: (315) 733-3344
Fax: (315) 733-3331
Web: www.marchassoc.com
Email: ccrolius@marchassoc.com
Contact: Christopher J. Crolius, AIA, Principal

HISTORY OF THE FIRM:

MARCH Associates was founded on March 10, 1993. We are proudly celebrating our 27 year in business!

FIRM'S FINANCIAL STABILITY:

We are a financially conservative firm and continually operate with no debt. Our accountant, Vincent J. Gilroy, CPA, (315) 734-1004, can furnish additional data, if required.

FIRM BACKGROUND:

MARCH Associates is an architectural firm dedicated to the planning and design of educational, municipal, and corporate facilities. The firm is managed by two principals, Christopher J. Crolius and Anthony C. Martino, who possess more than half a century of professional experience. MARCH Associates' current staff includes eight registered architects and a full time support staff of seven.

We offer "local service" to all our clients and assure responsiveness through all phases of the work. We routinely attend early morning committee meetings and make late evening presentations to Boards of Education, Town Boards and Community Groups. Our services are scheduled to conform to the needs and convenience of our Clients.

MARCH Associates is committed to a planning and design approach based on interaction, participation and collaboration.

PRINCIPAL-IN-CHARGE:

At the initiation of each project, MARCH Associates assigns a Principal-In-Charge. That principal will be the primary contact for the client throughout the course of our services.

The Principal-In-Charge will function as the project manager and will direct the representatives of the design team.

The team members assigned to this project will remain in place for the duration and will not be reassigned without your permission. Chris Crolius will be the Principal-In-Charge for the services provided to Oneida County. Chris will be assisted by Matt Lacey, Project Architect.

EXPERIENCE OF PRINCIPAL-IN-CHARGE:

Chris Crolius has been overseeing construction projects for over 35 years.

DESIGN PHILOSOPHY:

We are very proud of our architectural accomplishments. While our projects have been recognized by a number of awards programs and publications, they are concurrently practical, flexible, and functional. After occupancy, our clients find their facilities fully usable, sustainable, and energy efficient.

COMMITMENT:

The leaders of MARCH Associates commit to and deliver personalized service to our clients. The principal-in-charge will be personally involved in all phases and aspects of the work and will always be available to the client. There will be no "hand-off" of leadership responsibilities at any time. We strive to establish long term relationships and are prepared to serve our clients through all phases of all project types.

GEOGRAPHIC LOCATION:

MARCH Associates' office is in downtown Utica, conveniently located in the heart of Central NY.

M
ASSOCIATES
ARCHITECTS & PLANNERS, PC

Firm Profile

MARCH STAFF COMPOSITION:

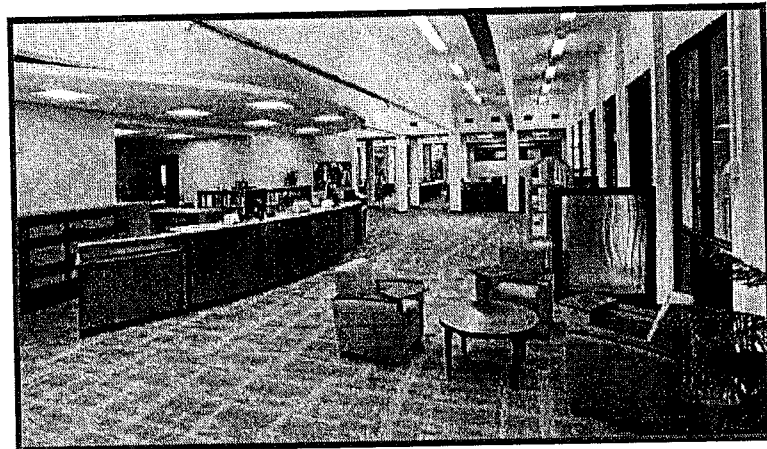
Name	Title	Tasks	Exp.	Yrs w/Firm
Christopher Crolius *	Principal	Project Management/Construction	35+	27
Anthony Martino *	Principal	Programming/Design	40+	27
Charles Higgerson *	Consulting Architect	Quality Control/Project Management	40+	27
Michael Lahey *	Associate	Architecture/CADD Management	25	25
David Jadowski *	Associate	Architecture/LEED	19	19
Matthew Lacey *	Associate	Architecture/LEED	10	4
Steven Wickman *	Associate	Architecture/LEED	29	3
Maria Leon (part-time)	Senior Designer	Architecture	30+	26
Jessica Perry	Senior Designer	Architecture/Interior Design	10	8
Jeffrey Dingman Jr.	Designer	CADD/Drafting	7	6
Michael Stickle	Designer	CADD/Drafting	14	3
Brandon Stefanik	Designer	CADD/Drafting	2	2
Conner Flisnick *	Designer	CADD/Drafting/Rendering	10	<1
Barbara Dundon	Administrator	Office Management	12	12
Sheena Dundon	Administrator	Assistant Office Management	8	1
Donna Lahey	Administrator	Construction Administration/Marketing	24	24

* Licensed to practice Architecture in New York State.

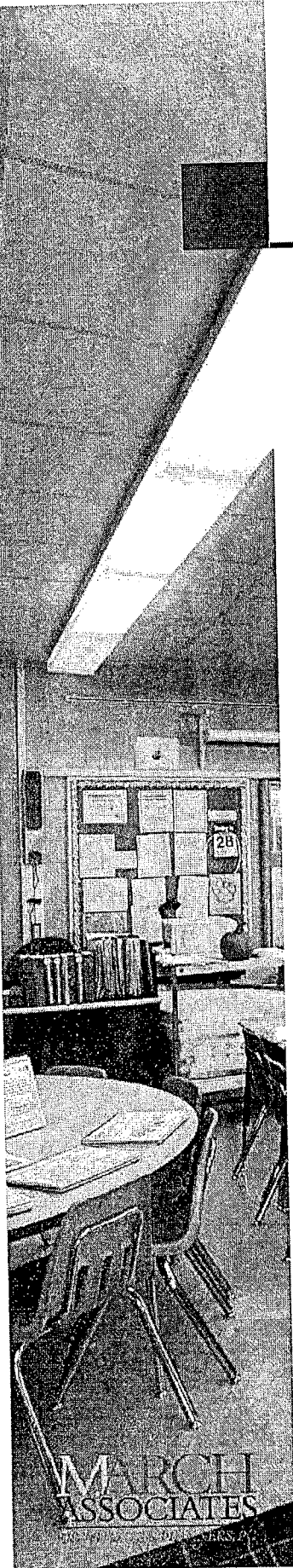
PRIME SUBCONSULTANTS:

Hazardous Materials:

Barton & Loguidice



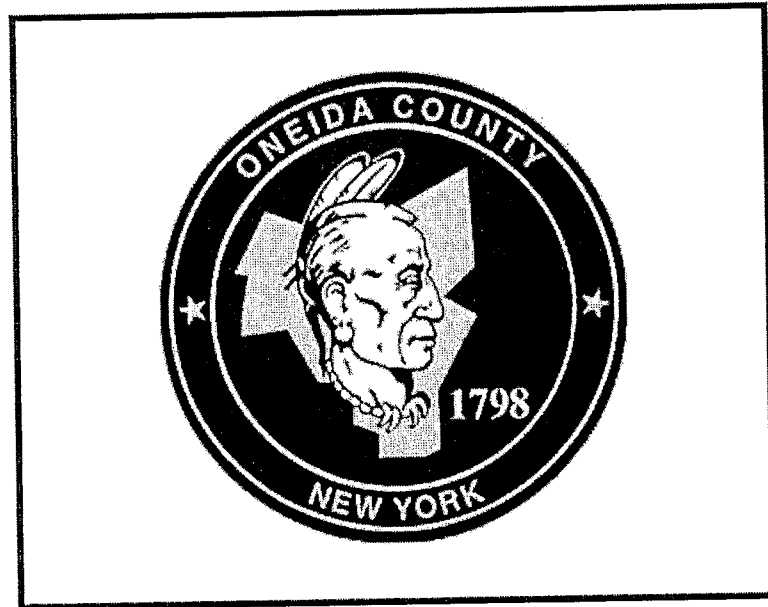
MVCC - Payne Hall Library, Utica Campus



MARCH ASSOCIATES



Project Approach



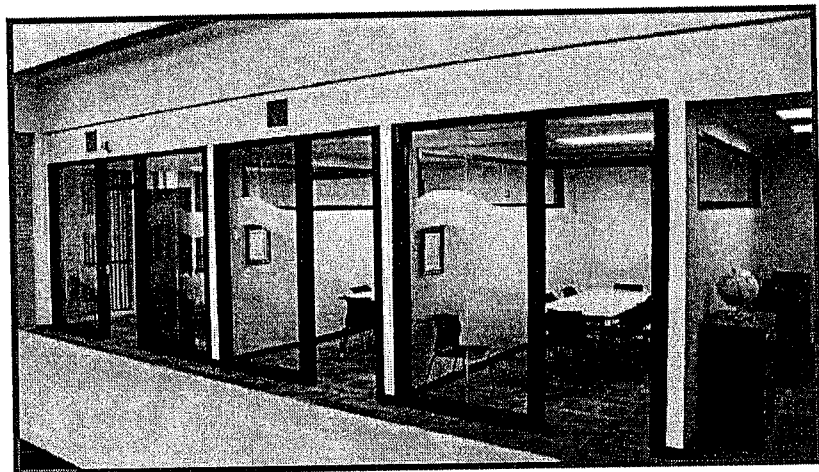
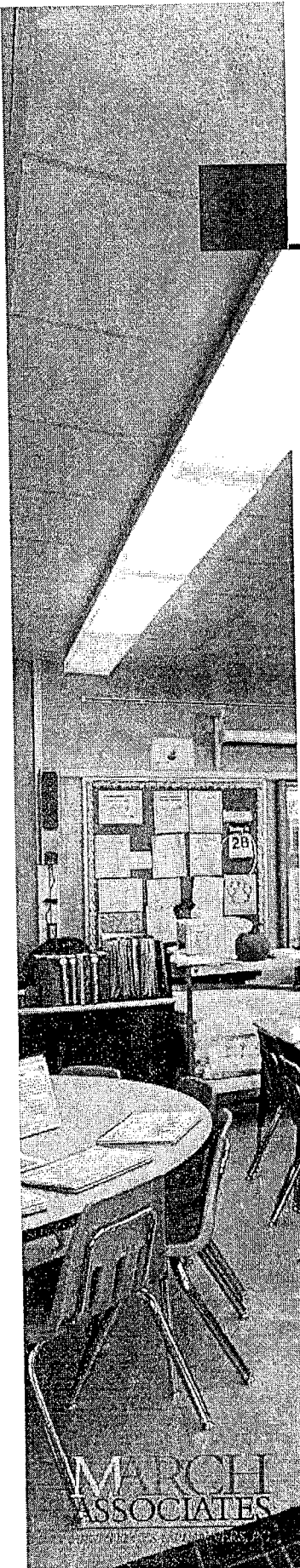
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Project Approach

Our approach to this project is based on a team approach. The design team, in conjunction with representatives from MVCC and Oneida County, will work to define the issues and develop the necessary contract documents.

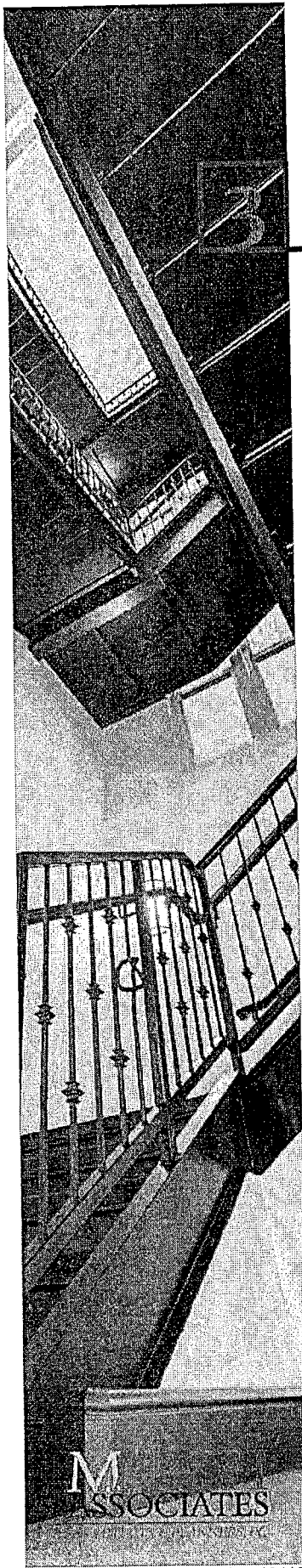
We would recommend a kick-off meeting and site visit of each facility to evaluate the proposed work items. MARCH Associates would review existing drawings and surveys to develop the necessary backgrounds and to determine the presence of hazardous materials. Field work would be conducted to verify existing conditions. Meetings would be held during the Design Phase with the College and County (as necessary), to review the proposed design solutions and update the project estimates. We would advance all of the projects during the design phase.

MARCH Associates has an accomplished resume working on multiple facilities and sites concurrently. We believe the design team has the necessary technical expertise to address any issues identified with the proposed scope(s) of work. Our team has worked together on a number of assignments at MVCC, including work at the Academic Building and Payne Hall, and performed the original Roof Overhang Study for the College. We believe this first hand knowledge of the Campus and its buildings will greatly benefit MVCC and Oneida County.

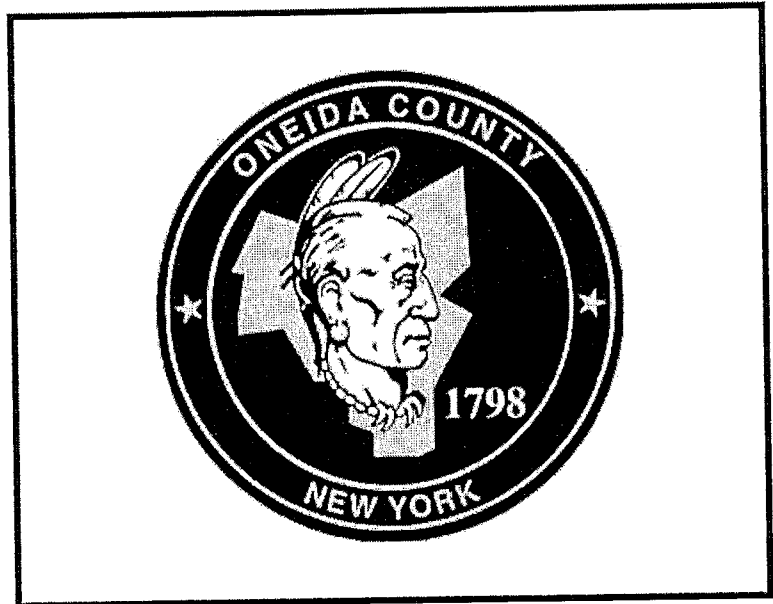


MVCC - Payne Hall Library Study/Meeting Rooms, Utica Campus

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Project Team & Experience



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CORPORATE ARCHITECTURE

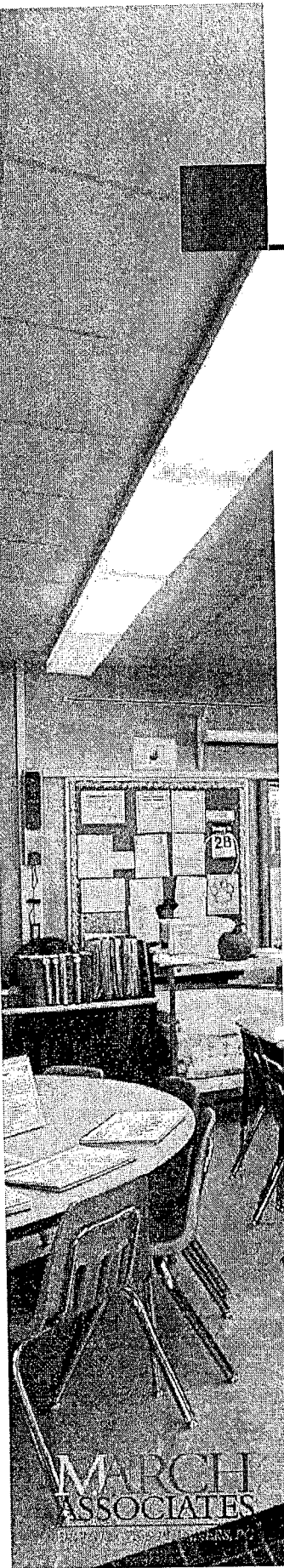
Project Team

The design team proposed for the project is a "local" and proven team of Architects and Engineers. MARCH Associates and Barton & Loguidice are or have worked for MVCC and Oneida County on numerous projects. We have a thorough understanding of the process and of working with governmental agencies.

Christopher Crolius, AIA, will serve in the role of Principal-In-Charge for this assignment. Chris will be responsible for client communication and maintaining project schedules and budgets. Chris has extensive experience in managing renovation projects. Chris will be assisted throughout the project by Matt Lacey, AIA, Project Architect and Michael Stickle, Project Designer.

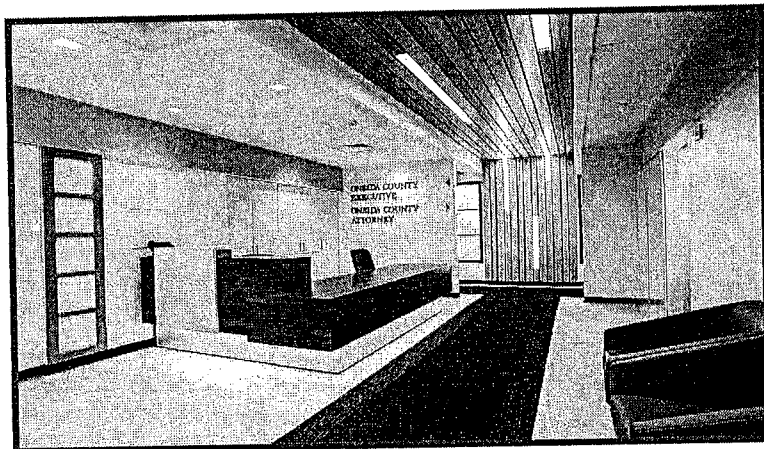
Scott Nostrand, P.E. and John Rigge of Barton & Loguidice have over 25 years of experience in the investigation and handling of asbestos containing materials. They will oversee the hazardous material issues that arise during the course of the work. They will be assisted with the project by David Morse and Ron Thorp, Managing Industrial Hygienists.

An Organizational Chart and Resumes for team members assigned to this project are included.



MARCH
ASSOCIATES

Contract Number 104161



Oneida County Office Building - 10th Floor

Organizational Chart

**Oneida County
Department of Public Works
Division of Engineering**

Mark Laramie, PE
David Babowicz

Architects

MARCH Associates

Chris Crolius, AIA, Principal
Matthew Lacey, AIA, LEED AP, Associate
Mike Stickles, LEED AP, Designer

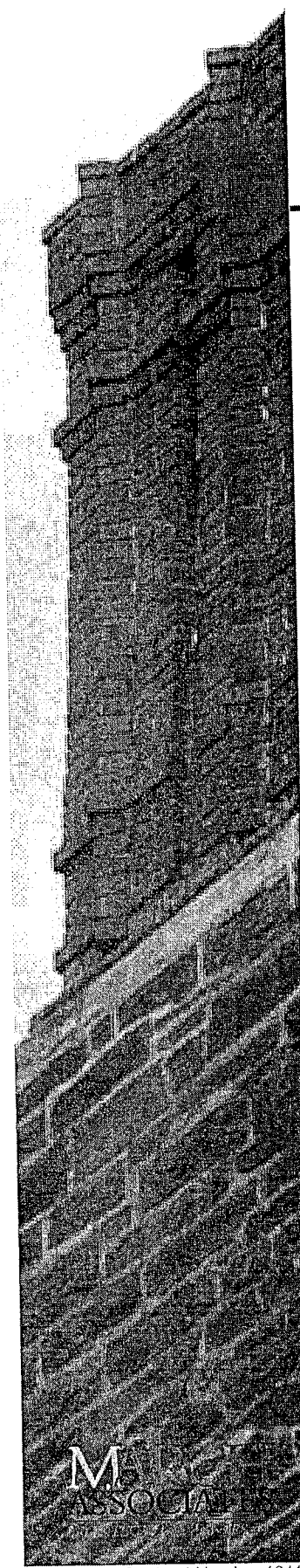
Hazardous Materials

Barton & Loguidice

Scott Nostrand, PE, Senior VP
John Rigge, VP
David Morse, Managing Industrial Hygienist
Ron Thorp, Managing Industrial Hygienist



MARCH
ASSOCIATES



Christopher J. Crolius, AIA, CCS, Principal

Education

M.B.A., 1985
Rensselaer Polytechnic Institute

B.S., Construction Management, 1980
Utica College of Syracuse University

A.A.S., Civil Technology, 1978
Mohawk Valley Community College

Teaching Experience

Utica College of Syracuse University
Structural Drawing

Professional Registrations/Organizations

Registered Architect: New York, 1992
American Institute of Architects
Certified Construction Specifier
SWR Institute (Sealant, Waterproofing Restoration)

Mr. Crolius has been project manager, architect, and specifications writer on numerous projects for educational, utility, and industrial clients for over 35 years. Mr. Crolius has been responsible for directing the design team, project scheduling, cost control, quality assurance, and project coordination. He has served in the pivotal role of information transfer with the client and often serves as the primary contact for project related matters. As a principal in MARCH Associates, Mr. Crolius' primary responsibilities include office administration, project management, specifications, construction management and quality assurance.

Clients to which Mr. Crolius has been directly responsible include:

Public School Districts

- Carthage Central School District
- Cambridge Central School District
- Clinton Central School District
- DeRuyter Central School District
- East Greenbush Central School District
- Gouverneur Central School District
- Harrisville Central School District
- Hermon-DeKalb Central School District
- Hoosick Falls Central School District
- Hornell City School District
- Hudson Falls Central School District
- Indian River Central School District
- Jefferson-Lewis BOCES
- Madison Central School District
- Marathon Central School District
- Newburgh Enlarged City School District
- New Hartford Central School District
- Norwood-Norfolk Central School District
- Oneida-Herkimer-Madison BOCES
- Oppenheim-Ephratah-St. Johnsville CSD
- Oriskany Central School District
- Poland Central School District
- Roxbury Central School District
- Salmon River Central School District
- Saranac Central School District
- St. Lawrence-Lewis BOCES
- Stamford Central School District
- Tarrytown Union Free School District
- Town of Webb Union Free School District
- Utica City School District
- Waterville Central School District
- Westmoreland Central School District
- Whitesboro Central School District

Colleges and Universities

- Dormitory Authority of the State of New York
- Hamilton College
- Mohawk Valley Community College
- State University College ESF at Syracuse
- State University College @ Oneonta
- New York State University Construction Fund
- State University College at Brockport
- SUNY College of Ag. & Tech. @ Morrisville
- SUNY Polytechnic Institute
- Utica College of Syracuse University

Corporate/Government/Housing

- City of Rome, Engineering and Parks & Recreation
- Deployed Resources, LLC
- JCTOD Outreach, Inc.
- Masonic Care Community of New York - Acacia Village
- Matt Brewing Company
- Mohawk Valley EDGE (GLDC)
- New York Telephone Co.
- Niagara Mohawk Power Corporation
- NYSTEC
- Oneida County Dept. of Public Works
- Town of Marshall
- Utica Center for Development-Veterans Outreach



Matthew E. Lacey, AIA, LEED AP, Associate

Education

M. Arch, 2009
Illinois Institute of Technology

B.S. Engineering, 2006
Tufts University

Professional Experience

10 years

Professional Registrations/Affiliations

LEED Accredited Professional, LEED AP BC+D

As an Architectural Designer, Mr. Lacey is responsible for building design and production drawings. During the design phase he attends client meetings, coordinates with consultants and with all A/E disciplines, documentation of existing facilities, code compliance studies, presentation drawings, and contract documents (specifications and CADD). In the construction phase his responsibilities include reviewing shop drawings, clarification or interpretation of contract documents, attendance and administration of job meetings, and production of punchlists. Clients to which Mr. Lacey has played a key role include:

Public School Districts

- Clinton Central School District
- Madison Central School District
- New Hartford Central School District
- Waterville Central School District

Colleges & Universities

- Hamilton College
- Mohawk Valley Community College
- Utica College

Corporate/Government/Housing

- AAA Northeast
- JCTOD Outreach, Inc.
(Johnson Park Center)
- Oneida County Dept. of Public Works

M
ASSOCIATES



Michael S. Stickles, LEED AP, Designer

Education

B.S. Architecture, 2001
SUNY Alfred

Professional Experience

14 years

Professional Registrations/Affiliations

LEED Accredited Professional, LEED AP

Mr. Stickles has 14 years of experience in project design and construction management for K-12, college, corporate, municipal, residential and housing authority clients throughout New York State. As a project designer, Mr. Stickles is responsible for preparation of contract documents, cost estimating, coordinating with consultants and regulatory agencies.

Clients to which Mr. Stickles has played a key role include:

Public School Districts

- Clinton Central School District
- DeRuyter Central School District
- East Greenbush Central School District
- Hannibal Central School District
- Holland Patent Central School District
- Hudson Falls Central School District
- Marathon Central School District
- OESJ Central School District
- Owen D. Young Central School District
- Richfield Springs Central School District
- Scheuevus Central School District
- Town of Webb Union Free School District

Colleges & Universities

- Hamilton College
- Morrisville State College

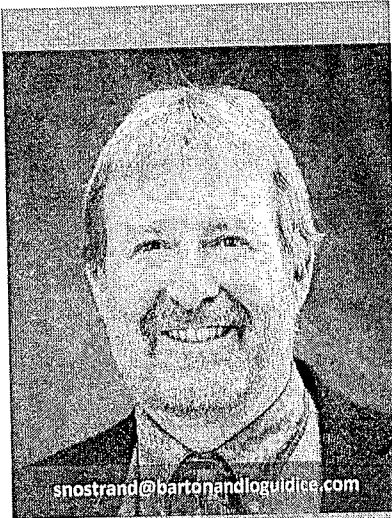
Corporate/Government

- Deployed Resources
- NYS Office of Parks and Recreation
- NYCM Insurance
- Oneida County Department of Public Works

Housing

- Parkedge Associates, Parkedge Town Houses

MURPHY
ASSOCIATES



SCOTT D. NOSTRAND, P.E.

Senior Vice President

Summary

Mr. Nostrand manages B&L's environmental engineering and consulting group and oversees all the firm's environmental activities including hazard mitigation planning, environmental permitting and compliance, stormwater, stream restoration, site remediation, fuel systems design, industrial environmental compliance, air permitting and modeling, asbestos abatement, industrial wastewater pretreatment systems, and biosolids management.

Asbestos Management

Mr. Nostrand is a certified Asbestos Project Designer and oversees B&L's Industrial Hygiene group, which provides a broad array of asbestos management, indoor air quality, and environmental health and safety services. These services include preparation of pre-demolition surveys, asbestos abatement design, noise assessment, safety training, air quality analysis, and construction inspection for projects throughout the company.

For all of the project areas identified above, Mr. Nostrand has been involved with contract administration, construction management, and preparation of private and municipal bidding documents.

Hazard Mitigation Planning

Mr. Nostrand has overseen several successful FEMA/NYSOEM funding application and subsequent hazard mitigation plans and plan updates. Generally the plans include pro-active planning with various municipality personnel, community stakeholders, utilities and NYSOEM to identify hazards, risk assessment and mitigation strategies. He oversees all assessments of natural hazards, including earthquakes, landslides, flooding, and severe weather events.

Greenhouse Gas

Mr. Nostrand has overseen the preparation of greenhouse gas (GHG) monitoring plans and screening analyses for numerous clients to satisfy the requirements for the U.S. Environmental Protection Agency (EPA) Mandatory Greenhouse Gas Reporting Rule (40 CFR Part 98). The process involves evaluating each site to identify specific GHG emission sources requiring monitoring, calculating modeled and actual GHG emissions from various stationary combustion sources and fugitive methane emissions from MSW landfill sources, and preparing comprehensive site specific monitoring plans which included data collection, management, and QA/QC procedures related to the monitoring of GHG emission sources.

Environmental and Permitting

Mr. Nostrand oversees all activities regarding environmental and permitting issues such as wetland permitting, wetland assessment and delineation, wetland mitigation and design, threatened and endangered species surveys, biota inventories, habitat assessments and restorations, stream assessment and natural stream channel design, natural resource inventories, aquatic habitat improvements, fish and wildlife impact analysis, water quality analysis and sampling, electro-fishing, macro/micro invertebrate sampling, SEQR and NEPA compliance assistance, and wildlife management and monitoring plans.

Years of Experience

Education

B.S. Agricultural Engineering
Cornell University, 1980

M.S. Animal Science - Cornell
University, 1989

Professional Registration

Professional Engineer - New
York, 1988

State of New York
Department of Labor, Current
Asbestos Handling Certificate
Project Designer

Hazardous Waste Operations,
Health & Safety (HAZWOPER)

Professional Affiliations

Air and Waste Management
Association

Solid Waste Associations of
North America (SWANA)

Stormwater and Drainage Design

Mr. Nostrand's stormwater team has become one of the leading providers of services to municipalities for the MS4 program within Central New York and Finger Lakes regions. These services have included MS4 program consulting, planning and design, stormwater drainage control structure design, stormwater modeling, watershed planning and analysis, wetland delineation and mitigation and stream restoration design.

Environmental Compliance

Mr. Nostrand also manages B&L's program for environmental compliance reporting. This area has included the preparation of EPA Spill Prevention Control & Countermeasure Plans, Chemical Bulk Storage Spill Prevention Reports, Hazardous Waste Reduction Plans, and Environmental Compliance Audits.

Petroleum and Chemical Bulk Storage

Mr. Nostrand oversees the design and management of petroleum and chemical bulk storage tank and design of replacement systems to meet regulatory mandates and required design of replacement systems. Recent designs have included fleet fueling systems for petroleum products with capacities from 500 to 12,000 gallons. These systems incorporated fuel management systems, fuel leak detection. The designs meet all NFPA codes. Other designs include bulk storage containment, chemical bulk storage tanks, and loading area containment systems

Air Quality Permits

Mr. Nostrand has prepared air quality permit applications for municipal and industrial clients. Mr. Nostrand has been an expert witness for adjudicatory hearings, prepared Title V Air Permit applications and state facility air permit applications, and processed permit modifications for numerous clients. Permit writing has involved determination of acceptable capping strategies, monitoring strategies, and NANSR and PSD applicability. In support of these permits, Mr. Nostrand has prepared air quality screening dispersion models of expected contaminant releases. Due to B&L's solid waste practice, Mr. Nostrand has developed significant expertise in the permitting strategy for solid waste landfills that are subject to the federal New Source Performance Standards for landfills.

Remediation Projects

Mr. Nostrand has been responsible for the management of numerous investigations of petroleum, solvent, PCB and hazardous substance spills at industrial and municipal sites under various regulatory programs such as NYSDEC's Oil Spills Program, Inactive Hazardous Waste Site Program, Voluntary Cleanup Program, and Environmental Restoration Program (municipal brownfields). These projects have included site characterization, remedial investigation, feasibility analysis, remedial design and construction administration. Remedial design projects have involved in-situ bioremediation, groundwater extraction and treatment, soil vapor extraction, source removal, and monitored natural attenuation. Projects have included remediation investigations at hazardous waste landfills, industrial facilities, abandoned industrial and commercial properties, and petroleum bulk storage and retail service stations.

Due Diligence

Mr. Nostrand has prepared more than 300 Phase I Environmental Site Assessment reports for commercial and industrial clients in the Northeast. Environmental concerns identified during these assessments included leaking underground storage tanks, deteriorated asbestos materials, polychlorinated biphenyls, air, soil, wastewater pollution, permit compliance, and other environmental concerns.



JOHN E. RIGGE

Vice President

Summary

Mr. Rigge specializes in asbestos management, lead management, indoor air quality, and industrial hygiene services. He manages the Industrial Hygiene group for B&L and is the project manager for a host of clientele including industrial, municipal, educational, commercial, and professional clients. He has completed and/or managed hundreds of projects including survey, inspection, design, and construction related services for local educational facilities.

Relevant Project Experience

Public School Districts, New York State

Mr. Rigge has provided asbestos and/or lead-based paint survey, design, and construction management services including project/air monitoring services for more than 100 public school districts and regional BOCES throughout NYS in conjunction with renovations, additions, and district upgrades. He has been involved successfully with the completion of hundreds of renovation, addition, and capital projects for the public school system.

Central New York School District, Indoor Air Quality, Central New York

Building-wide indoor air quality assessment and airborne and surface mold and bacteria sampling at two elementary schools and associated risk assessment.

Onondaga Community College Asbestos Survey, Syracuse, NY

B&L was retained by Onondaga County to conduct surveys for asbestos containing material at nine buildings on the Onondaga Community College (OCC) Main Campus located in Syracuse, NY. The surveys were conducted by B&L personnel and included accessible areas of the buildings' interior spaces, roofs (as directed by OCC), and exteriors. The survey of each building included the sampling of suspect ACM by B&L personnel. Mr. Rigge served as the project manager for the project. He was responsible for the scheduling, coordination, and execution of the services and for review and quality control.

Asbestos Services, Cornell University, Ithaca, NY

Mr. Rigge managed comprehensive surveys of asbestos materials, including extensive exposure assessment, hazard ranking, and cost estimates for more than 338 campus buildings totaling more than 8.5 million square feet. Supervised and designed asbestos abatement in multiple buildings on the University campus.

Asbestos Services, State University of New York at Morrisville, Morrisville, NY

Mr. Rigge conducted asbestos surveys and project monitoring services at several buildings on campus.

Years of Experience

33

Education

B.S. Biology, State University of New York at Cortland, 1985
 Graduate Study in Microbiology, 1986

Professional

Registrations

NYS Department of Labor/Pennsylvania/EPA
 Asbestos Project Designer
 NYS Department of Labor/EPA
 Asbestos Project Monitor
 NYS Department of Labor/EPA
 Asbestos Project Inspector
 NYS Department of Labor/EPA
 Asbestos Management Planner
 NYS Department of Labor/EPA
 Asbestos Air Sampling Technician
 NYS Department of Labor/EPA
 Lead Supervisor
 Certified by State and NIOSH
 Cooperation in Use of MAP
 And More
 Radiation Safety Training, 40
 hour course, Cornell University
 Various training courses
 completed within the health
 and safety field including mold
 remediation, indoor air quality,
 and industrial hygiene

Asbestos Services, Oneida County, Utica, NY

Project manager/consultant for building asbestos surveys remediation designs, and construction related services at various county-owned facilities. Developed management plan for county-owned facility and conducted ongoing program oversight.

Asbestos and Lead Services, Cornell University, Ithaca, NY

Mr. Rigge was project manager/consultant for design and project monitoring at several large asbestos and lead abatement projects including major renovations/demolition at S.T. Olin Chemistry, Baker Chemistry, and Sage Hall on the Cornell University campus.

Asbestos and Lead Services, Hamilton College, Clinton, NY

Project manager/consultant for design and project monitoring during large asbestos/lead abatement project at numerous college buildings.

Industrial Hygiene and Environmental Services for Rochester Institute of Technology, Rochester, NY

B&L was retained by RIT for the provision of industrial hygiene and environmental services on an as-needed basis. Services provided under the contract include industrial hygiene sampling and assessment, indoor air quality investigations and sampling, engineering review of specific building components, and miscellaneous environmental testing services. Mr. Rigge serves as the project manager for the project. He is responsible for the scheduling, coordination, execution, and quality control of the services with the project designate(s) from RIT.

Asbestos and Lead Services, Hancock Field Development Corporation, Syracuse, NY

Officer in Charge responsible for project oversight and quality control for the removal and disposal of asbestos containing materials from 137 buildings in the Hancock Airpark. The project included a lead-based paint characterization of each facility and inventory and remediation of hazardous and/or universal waste including PCB-containing light ballasts, switches, transformers; and mercury containing fluorescent bulbs, switches, and thermostats. B&L prepared pre-demolition survey reports for each building and an asbestos abatement cost estimate based on the types and quantities of ACM identified.

FEMA Buy-Out – Asbestos Abatement & Demolition Project, Village of Ilion, NY

As a result of the declared disaster, designated as 4129-DR-NY, the Village applied for and received Hazard Mitigation funding from the Federal Emergency Management Agency (FEMA) and the NYS Department of Homeland Security and Emergency Services (NYS DHSES) to acquire 33 properties in an area of the Village that floods along Steele Creek. The Village completed demolished the structures on the affected properties and will hold the area as undeveloped space. B&L conducted all asbestos abatement and construction oversight during the work. The formerly flood prone housing now serves as green space throughout the Village.

Mills Mansion, Basement Lead Testing, NYS Office of Parks, Recreation & Historic Preservation, Staatsburg, NY

B&L provided for the testing of lead paint and asbestos in basement of Mills Mansion. Mr. Rigge served as project manager.

NYS Office of General Services, Binghamton, Hutchings, Mohawk Valley, and Rochester Psychiatric Center, Asbestos Services, Upstate NY

Mr. Rigge managed projects sub-contracted to OGS by the Dormitory Authority of New York State. He participated in the sampling, monitoring, survey and design of asbestos abatement of various psychiatric centers including Binghamton, Hutchings, Mohawk Valley, and Rochester psychiatric centers.



DAVID A. MORSE

Senior Managing Industrial Hygienist

Summary

Mr. Morse has a significant background as an industrial hygiene consultant to numerous educational, commercial, professional, and industrial clients. He has completed hundreds of projects involving hazardous material remediation design, asbestos and lead-based paint consulting, and industrial hygiene services.

Industrial Hygiene Monitoring

Conducted a multitude of projects involving sampling for numerous types of airborne contaminants including various solvents, metals, total and respirable dust/silica. Responsibilities included: scheduling and conducting field sampling, interviewing affected employees to determine their job responsibilities, observing employee activities throughout their work shifts, documenting work place observations to correlate exposures with job functions, interpreting analytical data gathered from sampling events, and preparing reports discussing exposures in relation to applicable exposure limits.

Indoor Air Quality Investigations

Conducted numerous IAQ surveys which included investigations and monitoring throughout facilities for typical IAQ indicators, including temperature, relative humidity, total particulates, volatile organic compounds, carbon dioxide, and carbon monoxide.

Asbestos Surveys

Mr. Morse conducted a multitude of asbestos material surveys in a variety of commercial, industrial and residential environments; including multi story office buildings, manufacturing plants, power plants, and schools. Work included site investigations, material sampling, material assessment, report generation, and identifying ACM on computer generated floor plans.

Public School Districts, New York State

Mr. Morse has provided asbestos and lead-based paint survey, abatement design, project monitoring, and construction management services at over 70 public school districts and regional BOCES facilities throughout NYS. The work was conducted in conjunction with renovations, additions, and capital projects.

Relevant Project Experience

Asbestos and Lead-based paint Investigations, Herkimer-Fulton-Hamilton-Otsego BOCES, Herkimer, NY

Performed asbestos and lead-based paint investigations and removal design for renovations to the building. Mr. Morse also provided sampling and removal documents for the mercury containing sports flooring in the gymnasium.

Asbestos and Lead-based Paint Investigations, Oneida-Herkimer-Madison BOCES, New Hartford, NY

Performed asbestos and lead-based paint investigations and asbestos removal design work for renovations/additions to the building.

Years of Experience

27

Education

A.A.S. Natural Resource Conservation, SUNY Morrisville, 1988

A.A.S. Civil Engineering, SUNY Mohawk Valley, 1998

Professional Registrations

NYS Department of Labor/EPA Asbestos Project Monitor
NYS Department of Labor/EPA Asbestos Designer

NYS Department of Labor/EPA Asbestos Project Inspector
NYS Department of Labor/EPA Asbestos Management Planner

NYS Department of Labor/EPA Asbestos Air Sampling Technician
EPA Certified Lead Risk Assessor

License # NY-R-5624-a

Removal of Asbestos Containing Building, Middletown Community Campus, Middletown, NY

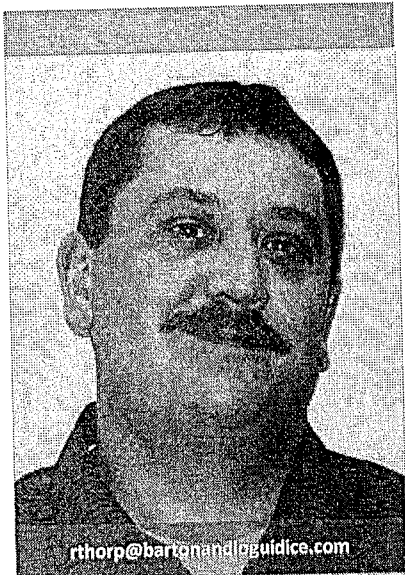
B&L removed and disposed of asbestos contaminated building material, rubble, waste and debris from the 31-34 Bolles Avenue site on the Middletown Community Campus. The site contained an abandoned patient care building and was subject to a fire in 2015. The building consisted of a three story brick building portion and single story masonry addition and was reduced to a rubble pile by the fire and firefighting activities. The resulting ACM contaminated pile is to be removed and disposed of in its entirety. The project also includes the capping of several reported subgrade steam pipe tunnels, sewer, electrical and water utilities, site backfill and limited site restoration/seeding.

FEMA Buy-Out – Asbestos Abatement & Demolition Project, Village of Ilion, NY

As a result of the declared disaster, designated as 4129-DR-NY, the Village applied for and received Hazard Mitigation funding from the Federal Emergency Management Agency (FEMA) and the NYS Department of Homeland Security and Emergency Services (NYS DHSES) to acquire 33 properties in an area of the Village that floods along Steele Creek. The Village completed demolished the structures on the affected properties and will hold the area as undeveloped space. B&L conducted all asbestos abatement and construction oversight during the work. The formerly flood prone housing now serves as green space throughout the Village.

Hancock Airport – Site Clearance Project, Syracuse, NY

B&L was responsible for project oversight and quality control for the removal and disposal of asbestos containing materials from 137 buildings in the Hancock Airpark. The project included a lead-based paint characterization of each facility and inventory and remediation of hazardous and/or universal waste including PCB-containing light ballasts, switches, transformers; and mercury containing fluorescent bulbs, switches, and thermostats. B&L prepared pre-demolition survey reports for each building and an asbestos abatement cost estimate based on the types and quantities of ACM identified.



RONALD C. THORP

Senior Managing Industrial Hygienist

Summary

Mr. Thorp has a significant background as an industrial hygiene consultant to professional, institutional, commercial, and industrial clientele. He has overseen the completion of hundreds of projects of varying complexity involving duties such as project costing, technical performance, and project performance. Mr. Thorp has completed hundreds of projects involving asbestos and lead-based paint consulting, industrial hygiene services, and hazardous material remediation design.

Relevant Project Experience

Asbestos and Lead Based Paint Services, School District (K-12)

Mr. Thorp performed asbestos and lead based paint investigations, designs, and project monitoring/air sampling for numerous school district capital projects including, locally, Syracuse City, North Syracuse, Baldwinsville, Westhill, Oneida, Morrisville, Vernon Verona Sherrill, Ilion, Solvay, Pulaski, Union Springs, Camden and Rome City Schools. He performed the same services for BOCES campuses at Herkimer-Fulton-Hamilton-Otsego BOCES and the Oneida-Herkimer-Madison BOCES.

Asbestos and Lead Services, Hancock Field Development Corporation, Syracuse, NY

Industrial hygienist for Hancock Airpark site clearance project. Performed site surveys for asbestos and lead and other hazardous materials, prepared contract specifications for removal, disposal, and demolition for 137 buildings.

Structural Conditions Assessment of Two Buildings, City of Syracuse, NY

As part of a structural conditions assignment under the B&L General Services Agreement with the City of Syracuse, Mr. Thorp provided engineering and environmental services necessary for two vacant buildings targeted for demolition on S. Warren Street in the City of Syracuse. He was project manager for asbestos inspection, abatement, and air sampling services.

State University of New York

Mr. Thorp performed asbestos project monitoring services for renovation projects at various campuses including Albany, Binghamton, Morrisville, Onondaga Community, Oswego, Cortland, and Oneonta.

Hamilton College, Clinton, NY

Mr. Thorp performed asbestos investigations, design services, and construction period monitoring for projects at several buildings on campus.

Mohawk Valley Community College, Utica and Rome Campuses, NY

Mr. Thorp performed asbestos investigations, project design, and construction period monitoring for several buildings.

Years of Experience

29

Education

A.B.S. Ecology and Environmental Technology
Paul Smiths College, 1989

Professional Registration

NYS Department of Labor/EPA
Asbestos Project Monitor
NYS Department of Labor/EPA
Asbestos Project Inspector
NYS Department of Labor/EPA
Asbestos Management Planner
NYS Department of Labor/EPA
Asbestos Air Sampling Technician
EPA Certified Lead Risk Assessor
OSHA 40 Hour Hazardous Waste Operations Training Certified by Schoe and Niton Corporation for use of MAF Analyzer

Cornell University, Ithaca, NY

Mr. Thorp performed asbestos surveys of entire endowed portion of the campus (over 6 million sq. ft.) including sampling, drawings, and data entry to database format. Numerous asbestos design and construction period monitoring projects including Olin Chemistry, Baker Chemistry, Sage Hall, and Plant Science Buildings.

St. John Fisher College, Rochester, NY

Mr. Thorp performed asbestos surveys of the entire campus including sampling, drawings, and preparing data into a management plan format. He was involved with numerous asbestos design and construction period monitoring projects at various buildings on campus.

Asbestos and Lead Based Paint Surveys, US Air Force

Mr. Thorp conducted at various government owned manufacturing facilities and bases throughout the US.

Veterans Administration Medical Centers, Albany, Bath, Buffalo, Canandaigua, Rome, and Syracuse Facilities

Mr. Thorp performed asbestos project monitoring and air sampling for numerous renovation and addition and renovation projects.

Griffiss Local Development Corporation, Former Griffiss AFB, Rome, NY

Mr. Thorp performed asbestos and lead-based paint surveys, project design services, and project management/project monitoring for building demolitions and various renovation projects.

Mohawk Valley Community College, Utica and Rome Campuses, NY

Mr. Thorp performed asbestos investigations, project design, and construction period monitoring for several buildings.

General Electric Energy Systems, Syracuse, NY

Mr. Thorp performed semi-annual inspections of multiple large steam plants as part of an overall management plan. He recommended asbestos removal and repair options to maintain facilities in compliance with regulatory agencies as well as internal requirements.

NYS Office of Parks, Recreation & Historic Preservation

Barton & Loguidice was retained by the Taconic Region of the New York State Department of Parks, Recreation, and Historic Preservation to perform testing for lead paint and asbestos in the basement of the Historic Mills Mansion in Staatsburgh, NY. The project included site inspection and sampling of basement areas, laboratory analysis and preliminary report preparation, and final report submission.

Experience

BIRNIE BUS SERVICE
Rome, NY
Mr. Tim Birnie

- Additions/Alterations to Existing Utica Facility.
- Site Plan for New Facility in Cornell, NY.

EDGEWATER SERVICES CO. LTD.
Syracuse, NY

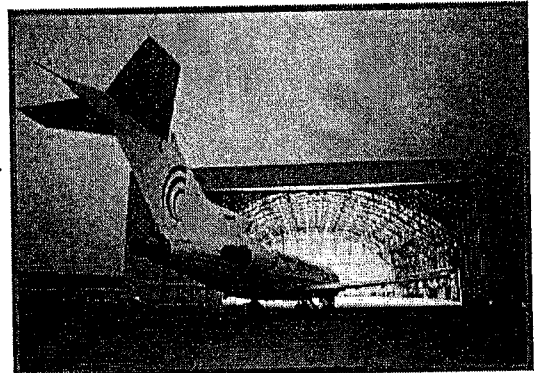
- Design and Construction of Addition to Existing LCMG Building.
- 25,000 S.F. Light Manufacturing/Warehouse with loading docks.

FRANKFORT FREE LIBRARY
Frankfort, NY
Mr. Jon Loiacano, Board President

- Repair/replace concrete entrance way and railings.

GRIFFISS LOCAL DEVELOPMENT CORPORATION / MOHAWK VALLEY EDGE
Rome, NY
Mr. Steve DiMeo

- Expansion and Renovation of Hangar 101 for Empire Aero Center.
- Various Site Evaluations, Building Evaluations & Miscellaneous Design Work.
- Design of Light Manufacturing Building.
- Site Master Plan.
- Asbestos Abatement/Demolition of Building 112.
- Bay 6 Tail Door Upgrades.
- Empire Aero Center Annex Roofing
- Renovations to the Former Base Gym.

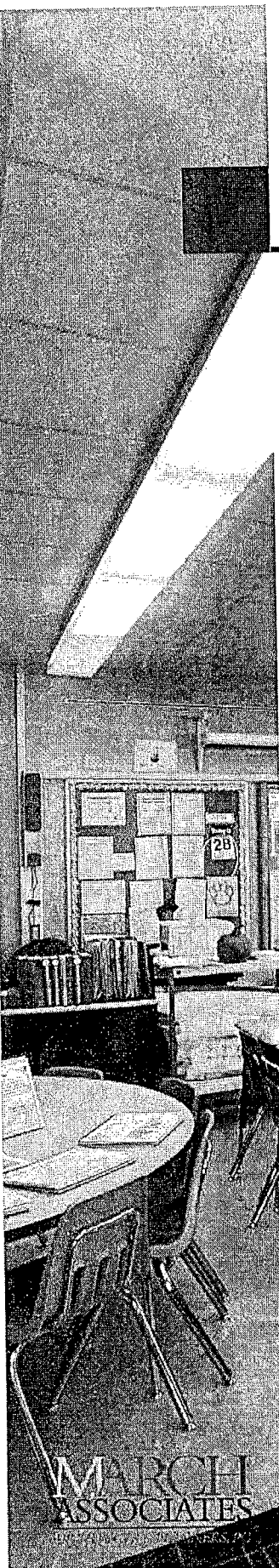
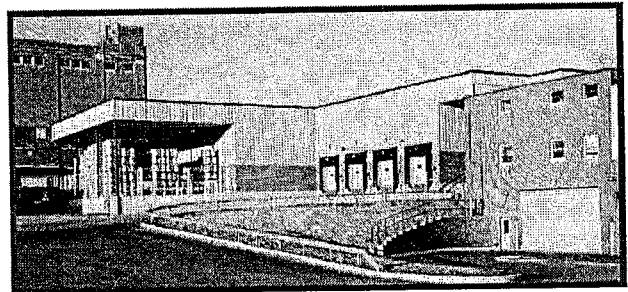


NATIONAL DISTANCE RUNNING HALL OF FAME
Utica, NY
Mr. Earle Reed, Founder

- New National Distance Running Hall of Fame Showcasing the Utica Boilermaker.
- Renovations to existing multi-story historic building.

MATT BREWING COMPANY
Utica, NY
Mr. Nick Matt, President

- Phase 1 - Interior Renovations
- Phase 2 - Warehouse Expansion and New Keg Cooler

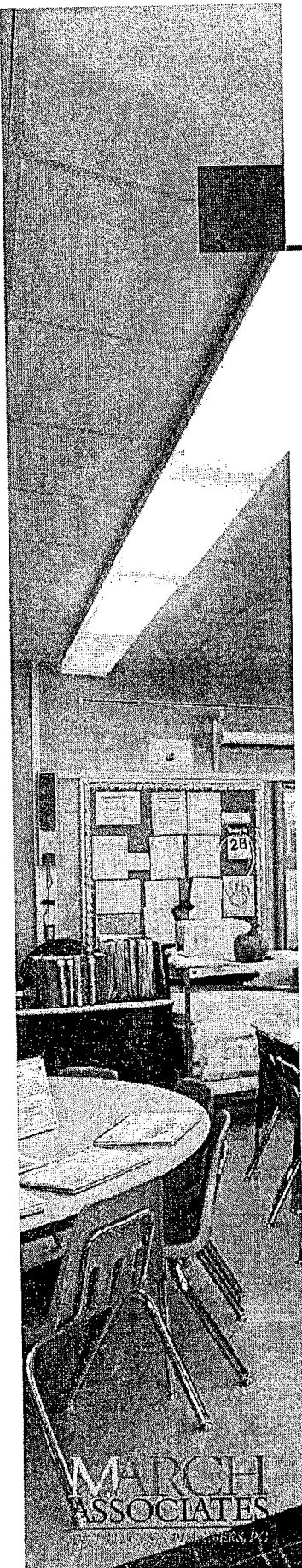


MARCH ASSOCIATES

Experience

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS
Oriskany, NY
Mr. Mark Laramie, Deputy Commissioner

- Interior Renovations to Oneida County Courthouse.
- Interior Renovations at 235-247 Elizabeth Street.
- Design of New Vehicle Storage Facility.
- Re-roof County DPW Buildings.
- Renovations to Union Station.
- Renovate OCDPW Offices at 5911 Airport Road.
- Re-Roof Oneida County Office Building.
- OCOB - Asbestos Abatement & Interior Renovations - 5th Floor.
- Replacement of Exterior Facade at OCCF.
- Re-Roof OC Courthouse & Union Station.
- Window & Door Replacement at OCOB-Rome.
- Overhead Door Replacement at Various OCDPW Facilities.
- HVAC System Improvements at Oriskany Maintenance Facility.
- Union Station Reroofing & Fuel Stack at Chimney.
- OC Facility Improvements at MVCC A&P Training Center.
- Union Station - REA Wing Renovations.
- OC - MVCC Rome - Plumley Building Roof Replacement & Skylight Restoration.
- OC - Homeland Security Training Center Building Improvements.
- OC - Railroad Street & Sitework Improvements at Union Station.
- OCDPW - Salt Storage Facilities - (3) Building Improvements.
- OCDPW - Taberg Maintenance Facility - Building Improvements.
- OCOB - Asbestos Abatement & Interior Renovations - 1st & 3rd Floors.
- OCOB - Asbestos Abatement & Interior Renovations - B1/B2.
- OCOB - Asbestos Abatement, Boiler and VCT Replacement, & Interior Renovations, B1/B2.
- OCOB - 1st Floor VCT Replacement.
- OCDPW - Oriskany Maintenance Facility - Building Improvements.
- OC - Building 13 at the former Oriskany Airfield - Roof Replacement.
- Union Station - Department of Elections.
- OC - MVCC - Exterior Building Improvements.
- OC - Correctional Facility - Recreation Yard Improvements
- OC - Correctional Facility - Sliding Gate
- OC - Rome - 300 W. Dominick Street - Probation Renovations.
- OCOB - Chimney Retrofit.
- OCOB - Parking Lot Expansion.
- OCOB - Garage Door Replacement.
- OCOB - 1st Floor Store Door Replacement.
- OCDPW - 120 Airline Street - ReBid Renovations.
- OC - Rome - 301 W. Dominick Street - Family Court Facility Renovations.
- OCOB - Asbestos Abatement & Interior Renovations - 4th & 2nd Floor.
- OC - MVCC - Transfer Center (Phase 1) & Student Commons (Phase 2).
- OCOB - Asbestos Abatement & Interior Renovations - 10th Floor.



MARCH ASSOCIATES



Experience

ONEIDA COUNTY DEPARTMENT OF WATER QUALITY & WATER POLLUTION CONTROL
Utica, NY
Mr. John Waters

- Roofing Construction at (3) Buildings: Barnes Avenue & Sauquoit Creek Pump Stations and Leland Avenue Garage.

ROME RECREATION CENTER
Rome, NY
Mr. Ryan Hickey, Recreation Coordinator

- Study for new sports complex with ice arena and indoor playing surfaces.
- Additions and Alterations at John F. Kennedy Civic Arena, Phases I & II.

STANLEY PERFORMING ARTS CENTER
Utica, NY
Mr. Mark Laramie, Oneida County Division of Engineering

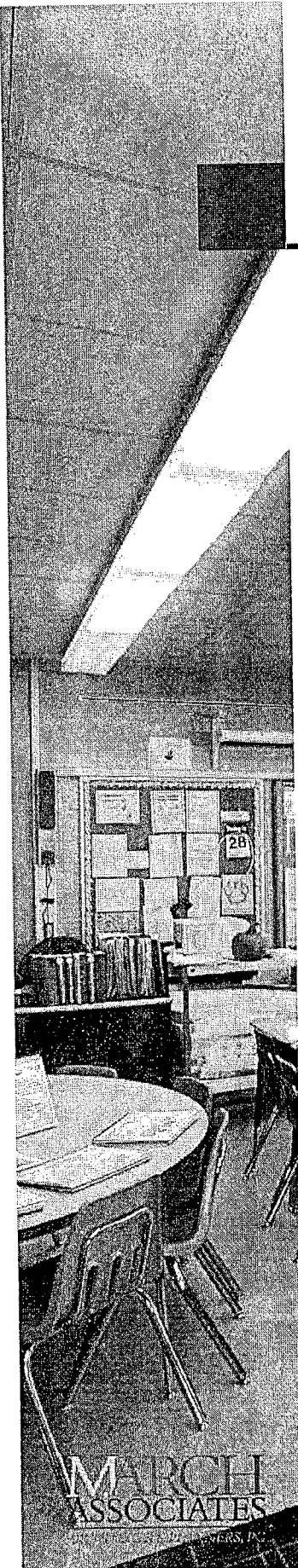
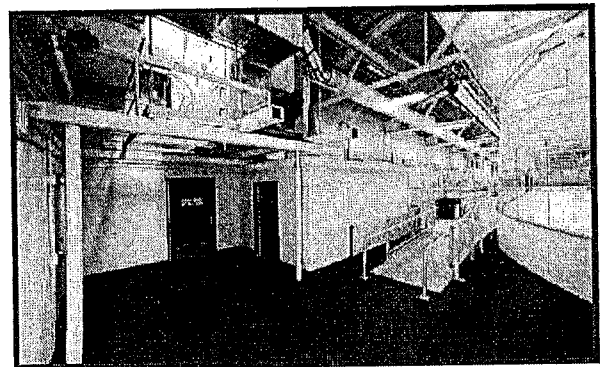
- Window Replacement Project.

UTICA BOILERS
Utica, NY
Mr. Timothy Reed, President

- Training Center with working Boiler Demonstration/Testing Area.
- Warehouse Expansion Study.
- Research and Development Facility Improvements.

UTICA NATIONAL INSURANCE GROUP
New Hartford, NY

- New Corporate Headquarters Building.
- Mechanical Upgrades and Associated Renovations.
- Facade Reconstruction/Window Replacement to Existing Building.
- Cafeteria Addition.
- Renovations to Third Floor Office Area.
- Fuel Tank Removal.
- Executive Suite Modifications.
- Re-roof Main Building.
- Limestone Restoration.
- Parking Lot Improvements.

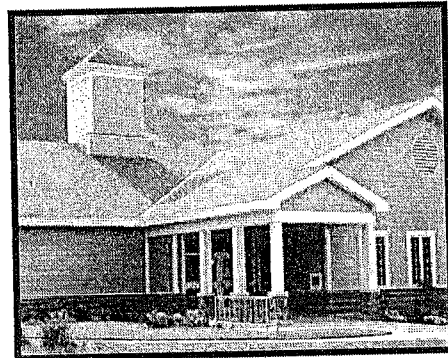
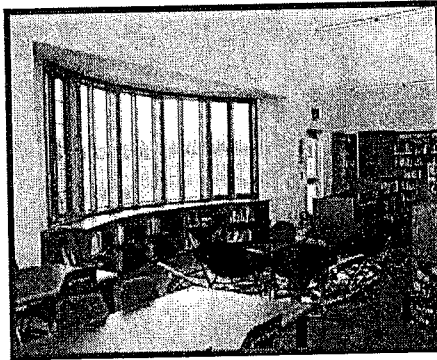


MARCH ASSOCIATES

Experience

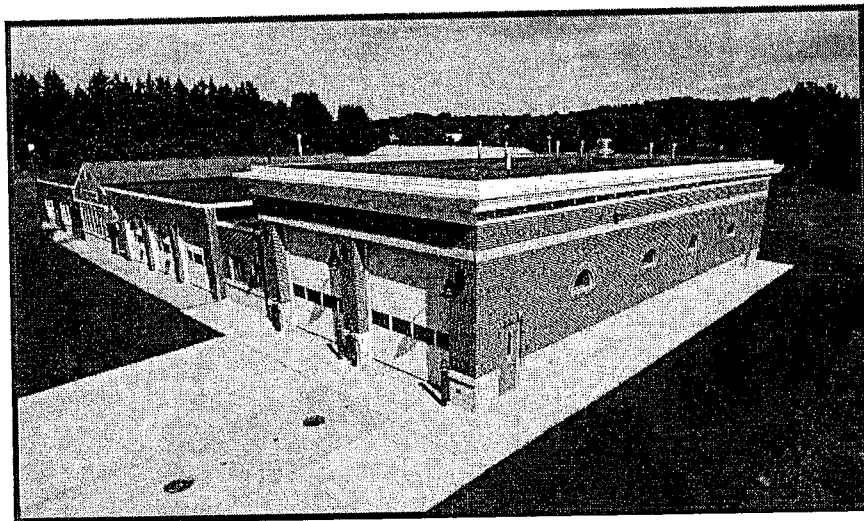
WATERVILLE PUBLIC LIBRARY
Waterville, NY
Mr. Stephen J. Keating, Former Board President

- New Public Library.



VOLUNTEER FIRE DEPARTMENT - FLOYD
Rome, NY
Mr. Dan Schwertfeger, Fire Department Chief

- Addition & Alterations



MARCHI
ASSOCIATES

Firm Profile

Locations

New York • Pennsylvania • Maryland

Phone

1-800-724-1010

Personnel

300

Web Address

www.BartonandLoguidice.com

Business Description

Barton & Loguidice, incorporated in 1961, is a full service engineering firm specializing in a variety of areas, including environmental services, facilities engineering, land planning and site design, solid waste management, transportation engineering, asset management, wastewater management, and water supply. Our philosophy of comprehensive, ongoing communication results in successful projects and relationships. Our clients benefit from the combination of the depth of knowledge, diversity of talent, and years of experience that our skilled team of engineering professionals brings to every project.

Markets Served

B&L serves private and public clients, including education and health care facilities; federal, local and state government; manufacturing; power and utilities; financial and insurance institutions and telecommunications.

List of Environmental Services

Barton & Loguidice provides comprehensive environmental compliance engineering and environmental data management services. Our professional team of environmental engineers and scientists will provide innovative solutions to our hazardous waste, petroleum, chemical, air and water pollution challenges. We provide the following environmental services:

Asbestos Management Services: inspection and sampling, asbestos risk and condition assessment; removal design, construction inspection and administration including air monitoring.

Remediation Engineering: site investigation; remedial investigation and feasibility studies; forensic investigation and expert witness testimony.

Environmental Compliance: Phase I and II Environmental Site Assessments (ESAs); pollution prevention; wetland delineation and permitting; ecological assessment; environmental impact statements.

Storage: tank and fueling system design; fleet fueling systems; petroleum tank removal/closure and site assessment; spill prevention control and countermeasure plans and reports.

Air Quality: emission and compliance audits; Title V and state permits; air pollution control, dispersion modeling.

Environmental Services Contacts

Environmental Services

Scott D. Nostrand, P.E.

snostrand@bartonandloguidice.com

Industrial Hygiene

John E. Rigge

jrigge@bartonandloguidice.com

Industrial Hygiene Experience

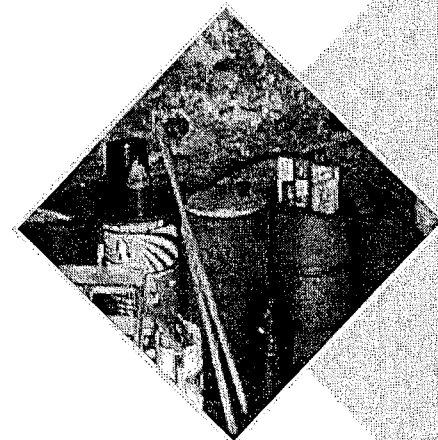


Environmental Experience

Our Environmental Group is staffed with experienced professionals who are skilled at providing solutions to complex environmental problems for a wide range of clients throughout the Northeast.

We understand the technical and regulatory issues associated with these types of investigations and know how to assist our clients in developing appropriate strategies for evaluating sites and subsequent remedial actions that are gauged to the future site use.

Our experience, knowledge, processes with an architectural design team, and commitment to the building owner is considered to be our specialty.



Asbestos and Lead Management

B&L's abatement specialty group provides assessment, design, and construction related services for asbestos and lead projects. Our staff is certified for asbestos and lead inspection and sampling, remedial design, and construction representation and monitoring.

B&L has performed pre-renovation or pre-demolition inspections for asbestos for hundreds of projects ranging in size from \$20,000 to more than \$100 million over the last 20 years. It is currently involved with the provision of similar services through architectural firms on approximately 25+ capital improvement projects for educational facility ranging in size from \$1 million to more than \$50 million.

Our team's experience also includes provision of asbestos surveys at more than 40 U.S. Air Force bases and government-owned manufacturing facilities worldwide.

Asbestos/Hazardous Building Material Services – Evidence of Specialized Knowledge

Our investigation services in the asbestos and hazardous building material arena are ancillary to architectural and mechanical renovations or demolition and redevelopment in educational facilities, primarily K-12. With this in mind, our survey methodologies and survey products are geared to allow easy transition to the material abatement design and bidding document phase. Ultimately, we know that the materials identified in our survey will need to be dealt with during renovation and construction activities. Accuracy and thoroughness at the survey and investigation phase is crucial to the construction phase.

When projects enter into the design phase and ultimately construction phase, it is of the utmost importance to have thorough and complete documents for bidding. The extra effort placed on the pre-renovation survey and planning with the design team ultimately reduces overall construction costs and potential for change orders, delays, and sometimes unanticipated conditions. In effect, it results in the best possible service for the owner both financially and with respect to execution.

**Barton
& Loguidice**

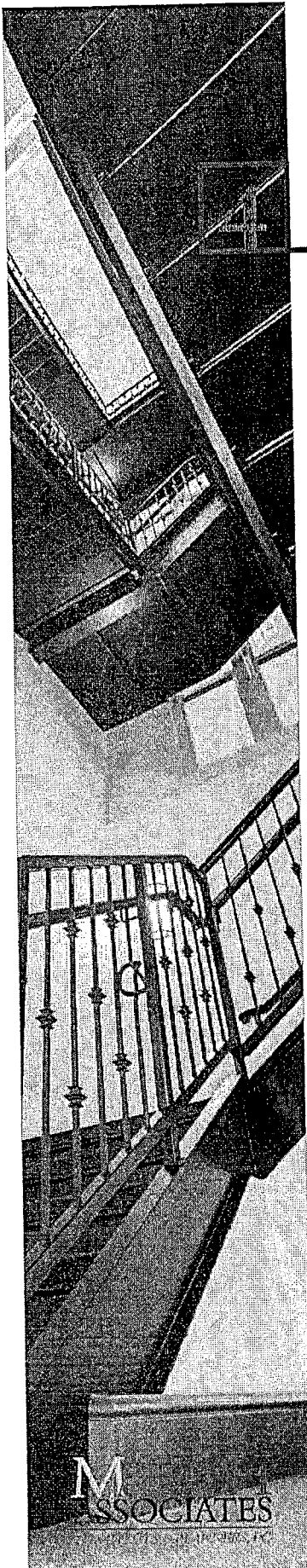
www.BartonandLoguidice.com

1-800-724-1070

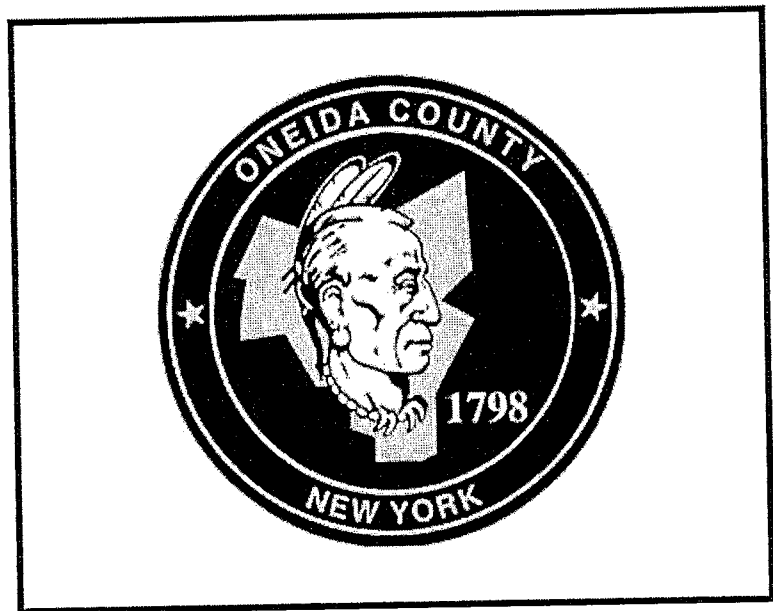
New York • Pennsylvania • Maryland

Our capabilities include:

- ◆ Demolition design services
- ◆ Lead testing and remediation
- ◆ Soil contamination investigation/ remediation
- ◆ Petroleum/chemical bulk storage
- ◆ Municipal stormwater pollution prevention plans
- ◆ Brownfields redevelopment



References



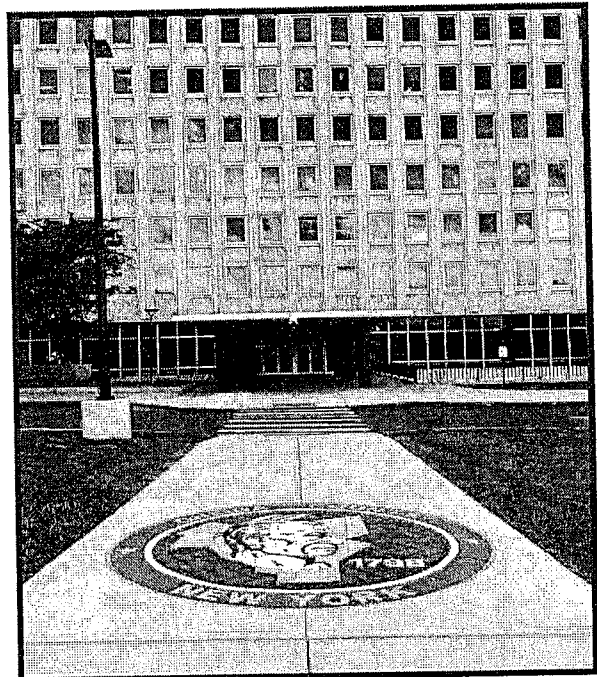
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ARCHITECTS

References

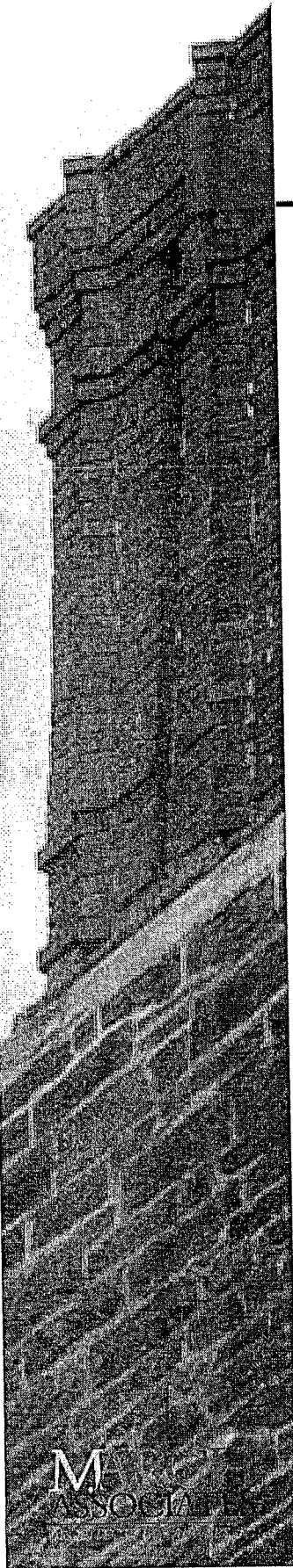
Mr. Michael McHarris
Director of Facilities & Operations
Mohawk Valley Community College
1101 Sherman Drive
Utica, NY 13501
PH: 315.792.5489
mmcharris@mvcc.edu

Mr. William Huggins
Associate Director, Building Services
Hamilton College
198 College Hill Road
Clinton, NY 13323
PH: 315.859.4177
whuggins@hamilton.edu

Mr. Steve Dimeo
President
Mohawk Valley EDGE
584 Phoenix Drive
Rome, NY 13441
PH: 315.338.0393
sdimeo@mvedge.org



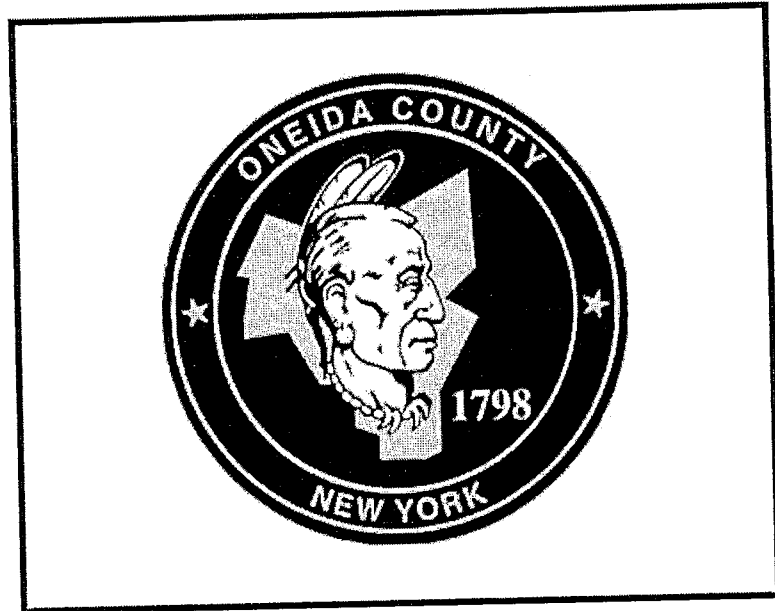
Oneida County Office Building



M
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Proposed Schedule



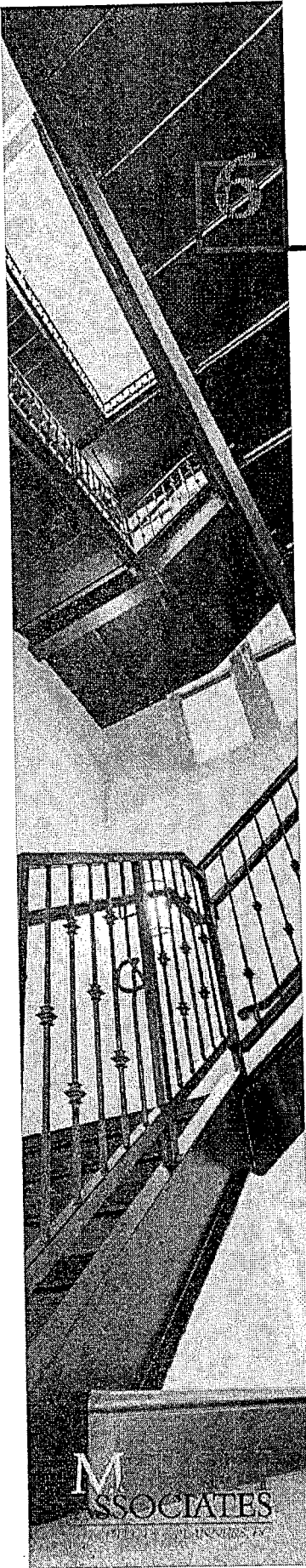


Proposed Schedule

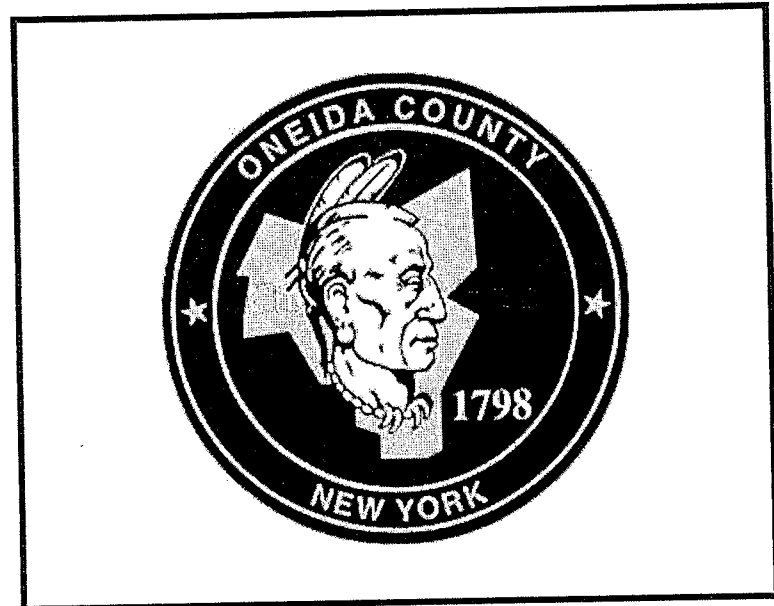
The following is a preliminary project schedule that outlines the work.

We would suggest that the schedule be finalized with the College and County after award of the contract. The schedule can also be modified to address any milestones desired by the MVCC and Oneida County.

Submit Proposal	03/10/20
Notice to Proceed	03/23/20
Kick-Off Meeting	03/25/20
Field Work & Preliminary Design (both buildings)	03/25/20 - 05/15/20
Review Meeting with OCDPW & MVCC	05/20/20
Finalize Bid Documents (All Projects)	05/20/20 - 05/27/20
<u>Bid Phase (both Packages)</u>	06/01/20 - 06/18/20
Contract Review & Award	06/22/20 - 08/03/20
Submittal Phase	08/03/20 - 08/24/20
Construction Phase (12 weeks)	08/03/20 - 10/26/20
Post Construction Phase	10/26/20 - 11/09/20



Insurances



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SSOCIATES
CORPORATE FINANCIAL SERVICES, INC.

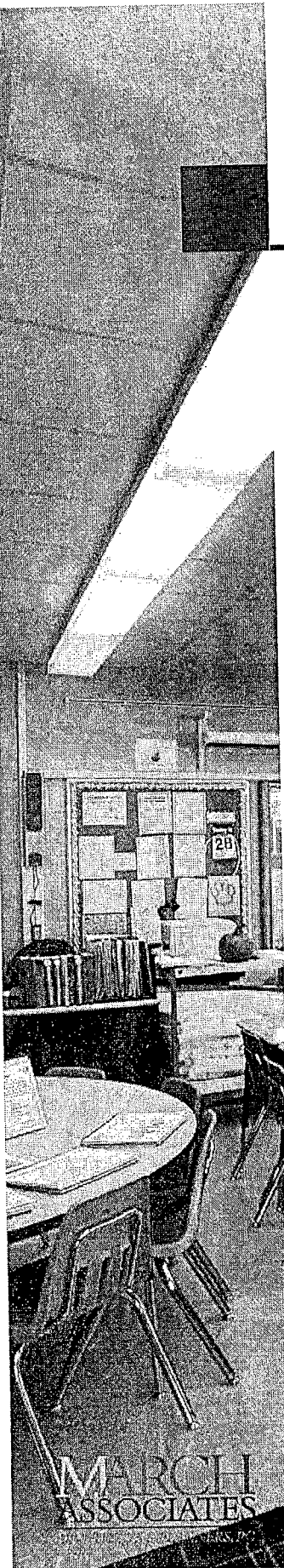
Insurances

MARCH Associates currently carries Professional Liability Insurance from PLB&C with a \$5,000,000 aggregate limit. This policy also contains expanded pollution endorsement and self-insurances retention of \$20,000.

Our General Liability coverages are indicated below:

- \$2,000,000 per Claim, Limit of Liability
- \$4,000,000 Aggregate Limit of Liability
- \$2,000,000 Umbrella

A copy of our Insurance Certificate follows.



MVCC - College Center - Student Commons, Utica Campus

General Liability

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)
03/04/2019

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

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

PRODUCER THE BURNS AGENCY/PHIS 01310809 The Hartford Business Service Center 3600 Wisconsin Blvd San Antonio, TX 78205	CONTACT NAME: (866) 467-8730 PHONE (A/C, Ext): FAX (888) 493-8112 (A/C, Ext): E-MAIL: ADDRESS:
INSURED MARCH ASSOCIATES ARCHITECTS & PLANNERS PC 268 GENESEE ST. STE 300 UTICA, NY 13502-3638	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Ins Co of the Midwest 37478 INSURER B: Property & Casualty Ins Co. of Hartford 34800 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

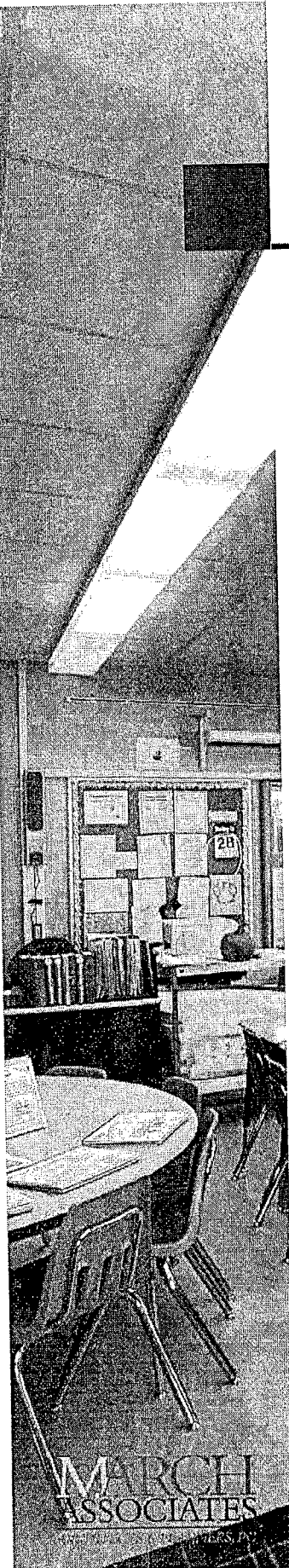
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF EACH POLICY. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL COVERAGES	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> BODILY INJURY <input checked="" type="checkbox"/> GENERAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER POLICY: <input checked="" type="checkbox"/> PRO- <input type="checkbox"/> REG- <input type="checkbox"/> LOE- OTHER:	<input checked="" type="checkbox"/>	01 SBA AM7017	04/02/2019	04/02/2020	EACH OCCURRENCE: \$2,000,000 DAMAGE TO RENTED PREMISES: \$300,000 MEDICAL EXP (Any one person): \$10,000 PERSONAL & ADVERTISING: \$2,000,000 GENERAL AGGREGATE: \$4,000,000 PRODUCTS-COMPLX ASSG: \$4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO: <input checked="" type="checkbox"/> ALL COVERED AUTOS <input checked="" type="checkbox"/> UNLICENSED AUTOS <input checked="" type="checkbox"/> UNLICENSED TRAILERS <input checked="" type="checkbox"/> UNLICENSED TRAILERS <input checked="" type="checkbox"/> UNLICENSED TRAILERS <input checked="" type="checkbox"/> UNLICENSED TRAILERS	<input checked="" type="checkbox"/>	01 SBA AM7017	04/02/2019	04/02/2020	COMBINED SINGLE LIMIT: \$2,000,000 BODILY INJURY (Person): \$2,000,000 BODILY INJURY (Person): \$2,000,000 PROPERTY DAMAGE (Per accident): \$2,000,000
A	UMBRELLA LIAB EXCESS LIAB PER X Intentional \$ 10,000	<input checked="" type="checkbox"/>	01 SBA AM7017	04/02/2019	04/02/2020	EACH OCCURRENCE: \$2,000,000 AGGREGATE: \$2,000,000
E	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPERTY DAMAGE: \$1,000,000 OFFICER/EMPLOYEE: \$1,000,000 Mandatory in NY: <input type="checkbox"/> If yes, attach the policy RESUBSCRIPTION OR OPERATIONAL: \$100,000	<input checked="" type="checkbox"/>	01 WEC DQ1000	04/02/2019	04/02/2020	X PER \$250,000 E.L. EACH ACCIDENT: \$1,000,000 E.L. DISEASE (EA EMPLOYEE): \$1,000,000 E.L. DISEASE - POLICY LIMIT: \$1,000,000
A	EMPLOYMENT PRACTICES LIABILITY	<input checked="" type="checkbox"/>	01 SBA AM7017	04/02/2019	04/02/2020	Each Claim Limit: \$500,000 Aggregate Limit: \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Those usual to the insured's Operations. RE: Architectural Firm. Certificate Holder is an Additional Insured per this Business Liability Coverage Form SS0000 attached to this policy.

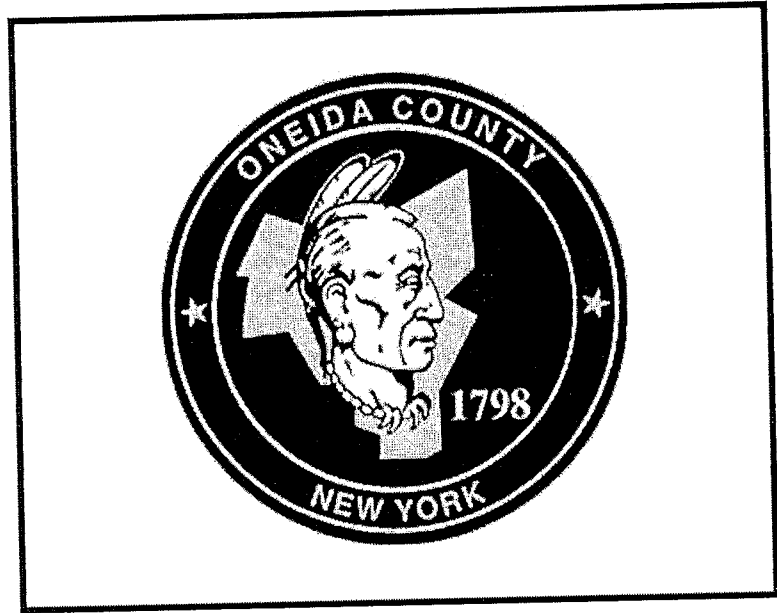
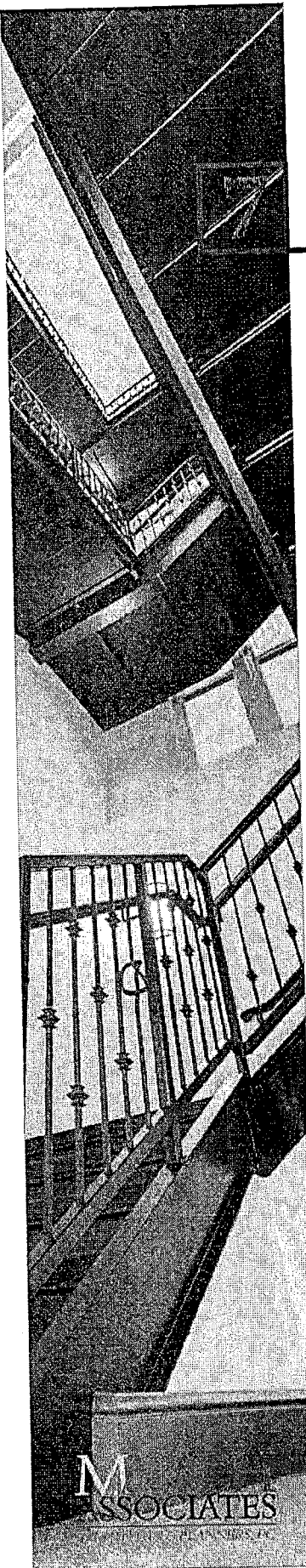
CERTIFICATE HOLDER County of Oneida & Department of Public Works C/O Commissioner of Finance 400 PARK AVE UTICA NY 13501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: <i>Susan A. Costantopoulos</i>
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MARCH ASSOCIATES

Exhibits



M
ASSOCIATES
OF ARCHITECTS



Proposal / Certifications

ATTACHED:

- EXHIBIT A - Non Collusion Certification
- EXHIBIT B - Iran Divestment Act - Certification
- EXHIBIT C - Recycling and Solid Waste Management Certification
- EXHIBIT D - Statement on Sexual Harassment in Accordance with NYS Law
- EXHIBIT E - Fee Proposal

MARCH
ASSOCIATES

**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 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.

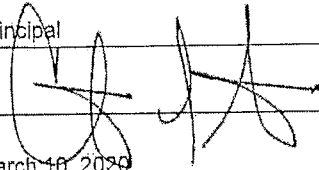
This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-d of General Municipal Law.

Submitted By

MARCH Associates, Architects & Planners, PC
(Legal Name of Person, Firm or Corporation)

Name: Christopher J. Crollius, AIA

Title: Principal

Signature: 

Date: March 16, 2020

(SIGN AND RETURN WITH PROPOSAL)

Page 11 of 16

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.

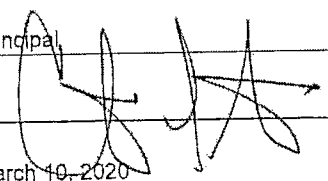
Submitted By

MARCH Associates, Architects & Planners, PC

(Legal Name of Person, Firm or Corporation)

Name: Christopher J. Crollus, AIA

Title: Principal

Signature: 

Date: March 10, 2020

(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

MARCH Associates, Architects & Planners, PC
(Legal Name of Person, Firm or Corporation)

Name: Christopher J. Crollus, AIA

Title: Principal

Signature: 

Date: March 10, 2020

(SIGN AND RETURN WITH PROPOSAL)

Exhibit D

Statement on Sexual Harassment in Accordance with New York State Law

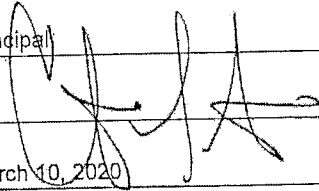
By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention 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

MARCH Associates, Architects & Planners, PC
(Legal Name of Person, Firm or Corporation)

Name: Christopher J. Crollius, AIA

Title: Principal

Signature: 

Date: March 10, 2020

(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		
1	\$34,450	Lump Sum Fee *Fee includes \$3,850 for ACM Survey and Report
2.1	\$85.00*	Hourly Rate, Inspector **Role not clearly defined
2.2	\$100.0	Hourly Rate, Designer
2.3	\$65.0	Hourly Rate, Clerical
2.4	\$12.0	Each, PLM Sample
2.5	\$20.0	Each, PLM (NOB) Sample
2.6	\$35.0	Each, TEM (NOB) Sample
2.7	\$55.0	Each, TEM Sample
3.1	\$59.0	Hourly Rate, Project Monitor
3.2	\$69.0	Overtime Hourly Rate, Project Monitor
3.3	\$11.00 /	Each, PCM Air Sample* (<24hrs/24hr
3.4	\$75.0	Each, TEM Air Sample* (24hrs.
*- Unit price shall include all equipment, materials, and reporting.		

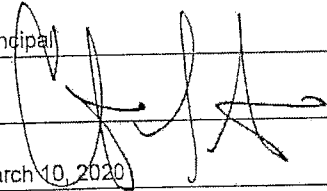
By signing below I hereby certify that I have the authority to offer this proposal to the County of Oneida for the above listed individual or company. I certify that I have the authority to bind myself/this company in an Agreement should I be successful in my proposal.

Submitted By

MARCH Associates, Architects & Planners, PC
(Legal Name of Person, Firm or Corporation)

Name: Christopher J. Crolius, AIA

Title: Principal

Signature: 

Date: March 10, 2020

(SIGN AND RETURN WITH PROPOSAL)

Hourly Rate Schedule

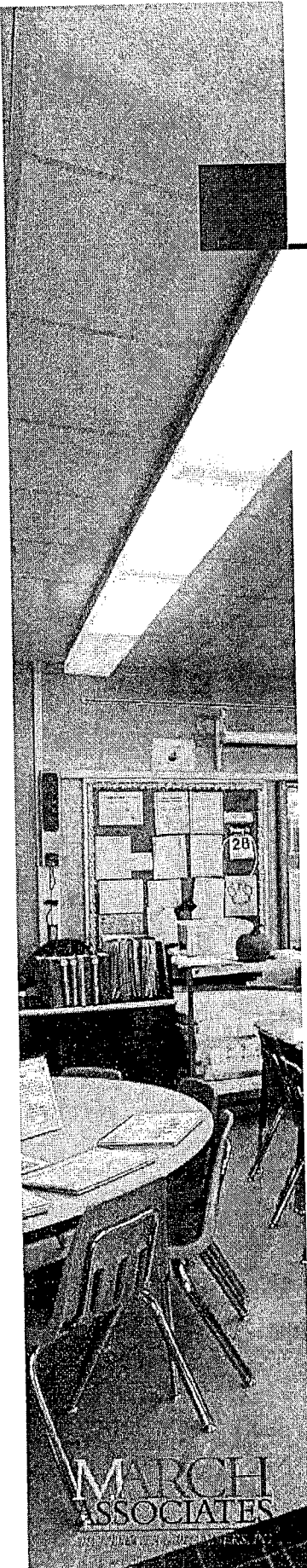
HOURLY BILLING RATES - 2020

MARCH Associates

Principal	\$200.00
Consulting Architect	\$130.00
Associates	\$120.00
Senior Designer	\$100.00
Designer I	\$75.00
Designer II	\$65.00
Administrative	\$65.00

Barton & Loguidice

Senior Vice President	\$217.00
Vice President	\$207.00
Sr. Managing Industrial Hygienist	\$152.00
Project Industrial Hygienist	\$110.00
Staff Industrial Hygienist	\$98.00
Industrial Hygienist III	\$94.00
Industrial Hygienist II	\$74.00
Industrial Hygienist I	\$69.00
Sr. CADD Designer	\$72.00
CADD Designer	\$62.00
Engineering Aide	\$68.00
Group Technical Assistant	\$52.00



**MARCH
ASSOCIATES**



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

MARK E. LARAMIE, P.E.
Commissioner

May 19, 2020

FN 20 20-218

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

In May 2017, Oneida County executed a Bridge NY Local Project Agreement (LPA) with New York State that secured federal funds for the reconstruction of the Hawkinsville Road over Black River Bridge in the Town of Boonville.

Enclosed is Supplemental Agreement No. 2 to the LPA that will reduce funding for the Detailed Design Phase and add funding to the Construction Phase. This will minimize Oneida County's financial contribution. When executed, Oneida County can be reimbursed up to \$598,500.00 as eligible expenditures are made. Current total estimated project expenditures are \$1,598,771.30. The term begins upon execution and ends September 30, 2021.

If acceptable, please forward the enclosed Supplemental Agreement No. 1 to the Oneida County Board of Legislators for approval.

If approved by the Oneida County Board of Legislators **please return three (3) original copies plus four (4) additional signature pages** fully executed and notarized.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 5-28-20

Oneida County Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:	New York State Department of Transportation 50 Wolf Road Albany, NY 12232
Title of Activity of Service:	Supplemental Agreement No. 2 to Local Project Agreement, PIN 2754.32 Hawkinsville Road Bridge
Proposed Dates of Operation:	Start on Execution – 09/30/2021
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

This Supplemental Agreement No. 2 amends a 2017 Bridge NY Local Project Agreement (LPA) with New York State for the reconstruction of the Hawkinsville Road Bridge over Black River in the Town of Boonville. It will reduce funding for the Detailed Design Phase and add funding to the Construction Phase. This will minimize Oneida County’s financial contribution.

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

3) Program Design and Staffing: N/A

4)Funding

	Account #:	H-557
	Total Funding Requested:	\$1,598,771.30
	Oneida County Dept. Funding Recommendation:	\$1,598,771.30
Proposed Funding Sources	Federal:	\$598,500.00
	State:	\$0.00
	County:	\$1,000,271.30
	Other:	\$0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

Sponsor: **County of Oneida**
 PIN: **2754.35** BIN: **3310460**
 Comptroller's Contract No. **D035576**
 Supplemental Agreement No. **2**
 Date Prepared: **05/04/2020** By: **JM**
 Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 2 to D035576 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

County of Oneida (the Sponsor)
 Acting by and through the **County Executive**
 with its office at **800 Park Avenue, Utica, NY 13501**.

This amends the existing Agreement between the parties in the following respects only (*check applicable categories*):

Amends a previously adopted Schedule A by (*check as applicable*):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (*check and enter the # phase(s) as applicable*):
 - adding phase _____ which covers eligible costs incurred on/after / /
 - adding phase _____ which covers eligible costs incurred on/after / /
 - increasing funding for a project phase(s)
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other (_____)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019

Amends the text of the Agreement as follows (*insert text below*):

Sponsor: **County of Oneida**
PIN: **2754.35** BIN: **3310460**
Comptroller's Contract No. **D035576**
Supplemental Agreement No. **2**
Date Prepared: **05/04/2020** By: **JM**
Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF _____

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

BY: _____
For Commissioner of Transportation

Agency Certification: 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.

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law '112

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
 NYSDOT/ State-Local Agreement - Schedule A for PIN 2754.35**

OSC Municipal Contract #: D035576	Contract Start Date: 4/13/2017 _(mm/dd/yyyy)	Contract End Date: 9/30/2021 _(mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
---	---	---

Purpose: Original Standard Agreement Supplemental Schedule A No.

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): Oneida County
 Other Municipality/Sponsor (if applicable): _____

State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: BR REHAB **County** (If different from Municipality): _____

Marchiselli Eligible Yes No *(Check, if Project Description has changed from last Schedule A):*

Project Description: Bridge NY 2016: Hawkinsville Road over Black River (BIN 3310460), Bridge Deck Replacement, Town of Boonville, Oneida County.

Marchiselli Allocations Approved FOR ALL PHASES *All totals will calculate automatically.*

<i>Check box to indicate change from last Schedule A</i>	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<input type="checkbox"/>	Current SFY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Authorized Allocations to Date		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

NYS DOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
2754.35.121	Current	NHPP	\$142,500.00	\$135,375.00	\$0.00	\$7,125.00
	Old	NHPP	\$145,500.00	\$147,725.00	\$0.00	\$7,775.00
2754.35.NPS	Current	Other (see footnote)	\$968,771.30	\$0.00	\$0.00	\$968,771.30
	Old	Other (see footnote)	\$968,771.20	\$0.00	\$0.00	\$968,771.20
2754.35.321	Current	NHPP	\$487,500.00	\$463,125.00	\$0.00	\$24,375.00
	Old	NHPP	\$474,500.00	\$450,775.00	\$0.00	\$23,725.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$1,598,771.30	\$598,500.00	\$ 0.00	\$1,000,271.30

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$598,500.00	\$ 0.00	\$ 0.00	\$1,000,271.30	\$1,598,771.30

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Jim McLaughlin</u> Phone No: <u>315-793-2450</u>
--	--

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

NYS DOT/State-Local Agreement – Schedule A

Footnotes: (See [LPB's website](#) for link to sample footnotes)

- This is a Bridge NY project. Reimbursement for this project is capped at the amount shown above. Funding can be used for any phase of this project.
- Projects must begin construction no later than 18 months after award; award is defined as approved State-Local Agreement (SLA) by the NYS Office of the State Comptroller. The Project Sponsor must expeditiously progress their execution of the State-Local Agreement.
- Projects must be fully completed within three years of commencing construction; construction is defined as an award to a contractor or commencement of work by municipal forces. Therefore Sponsors are strongly encouraged to have projects substantially complete within two years of commencing construction.
- Bridge NY projects are funded with 95% federal aid with the addition of toll credits, as provided for under Title 23 USC 120(i). The remaining 5% of the project cost will be non-federal (i.e., local) match. Any additional funds required to complete the project beyond the award amount are the responsibility of the project sponsor.
-
-
-
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-

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	<input type="checkbox"/>	<input type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input type="checkbox"/>

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	<input type="checkbox"/>	<input type="checkbox"/>
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input type="checkbox"/>

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.
13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

October 2019

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.

Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

- 20.215 Highway Training and Education
- 20.219 Recreational Trails Program
- 20.XXX Highway Planning and Construction - Highways for LIFE;
- 20.XXX Surface Transportation Research and Development;
- 20.500 Federal Transit-Capital Investment Grants
- 20.505 Federal Transit-Metropolitan Planning Grants
- 20.507 Federal Transit-Formula Grants
- 20.509 Formula Grants for Other Than Urbanized Areas
- 20.600 State and Community Highway Safety
- 23.003 Appalachian Development Highway System
- 23.008 Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

² <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.



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

MARK E. LARAMIE, P.E.
Commissioner

April 23, 2020

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

FN 20 20-219

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Enclosed is an agreement for professional consulting services with MARCH Associates, Architects & Planners, PC.

Proposals were solicited from qualified consultants to prepare plans and specifications for various building improvements at various county facilities. The scope of services includes the following:

- Oneida County Courthouse, 302 N. James Street, Rome
Reconstruct parking lot.
- Oneida County Correctional Facility
Reconstruct perimeter road.
- DPW Maintenance Facility, 8515 St. Rt. 28, Barneveld
Replace five (5) overhead doors and power operators in storage building.
Repair concrete floor in maintenance garage.
- DPW Maintenance Facility, 5999 Judd Road, Oriskany
Replace two (2) fuel pumps and pump control system.
- Union Station, 321 Main Street, Utica
Replace six (6) exterior window units and one (1) exterior rollup door adjacent to the Amtrak offices.
Restore/Repair sandstone archway above faux door.

On April 1, 2020 the Oneida County Board of Acquisition & Contract accepted a proposal from MARCH Associates in the amount of \$57,400.00 plus time and materials expense for on-site representation and mandatory asbestos abatement project monitoring and air sampling. The term begins upon execution and ends the earlier of December 31, 2020, or the completion of work. It is anticipated that the consultant will be able to fully perform the work while complying with all applicable Covid-19 related restrictions. Please consider the enclosed contract for these services and if acceptable forward to the Oneida County Board of Legislators for approval. Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 5-28-20

Oneida County Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:	MARCH Associates, Architects & Planners, P.C. 258 Genesee Street, Suite 300 Utica, NY 13502
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:

Enclosed is an agreement for professional consulting services with MARCH Associates, Architects & Planners, PC. Proposals were solicited from qualified consultants to prepare plans and specifications for various building improvements at various county facilities. The scope of work includes the following.

Oneida County Courthouse, 302 N. James Street, Rome
Reconstruct parking lot.

Oneida County Correctional Facility
Reconstruct perimeter road.

DPW Maintenance Facility, 8515 St. Rt. 28, Barneveld
Replace five (5) overhead doors and power operators in storage building.
Repair concrete floor in maintenance garage.

DPW Maintenance Facility, 5999 Judd Road, Oriskany
Replace two (2) fuel pumps and pump control system.

Union Station, 321 Main Street, Utica
Replace six (6) exterior window units and one (1) exterior rollup door adjacent to the Amtrak offices.
Restore/Repair sandstone archway above faux door.

Asbestos containing material sampling, asbestos abatement project monitoring, and permits will be an additional expense to be reimbursed on a time and materials basis.

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

3) Program Design and Staffing: N/A

4)Funding:

Account #:	H-473
Total Funding Requested:	\$57,400.00
Oneida County Dept. Funding Recommendation:	\$57,400.00

Proposed Funding Sources	Federal:	\$0.00
	State:	\$0.00
	County:	\$57,400.00
	Other:	\$0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

THIS AGREEMENT, Contract Number 104160, made as of the 1st day of April in the year 2020

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

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

Oneida County
800 Park Avenue
Utica, NY 13501

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

MARCH Associates, Architects & Planners, P.C.
258 Genesee Street, Suite 300
Utica, NY 13502

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

Various Facility Improvements - 2020
Oneida County

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.

TABLE OF ARTICLES

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.)

| Attachment B

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

| Attachment B

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

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

| To Be Determined

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

.1 Design phase milestone dates, if any:

Init.

To Be Determined

.2 Construction commencement date:

To Be Determined

.3 Substantial Completion date or dates:

To Be Determined

.4 Other milestone dates:

None

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

Competitive bid compliant with New York State Law

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

None

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

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

Mark E. Laramie, P.E.
5999 Judd Road
Oriskany, NY 13424

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

New York State Department of State

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

.1 Geotechnical Engineer:

None

Init.

.2 Civil Engineer:

None

.3 Other, if any:

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

None

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

Christopher J. Crolius, AIA
258 Genesee Street, Suite 300
Utica, NY 13502

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

None

.2 Mechanical Engineer:

Towne Engineering
18 South Street, Utica, NY 13501

.3 Electrical Engineer:

Towne Engineering
18 South Street, Utica, NY 13501

§ 1.1.11.2 Consultants retained under Supplemental Services:

Init.

Appel Osborne: Landscape Architecture
Barton & Loguidice: Environmental Engineering

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

Attachment B

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

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Paragraph Deleted

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

§ 2.5 The Architect shall maintain, at its own expense, the following insurance until termination of this Agreement. The insurance carrier must have at least an A- (excellent) rating by A.M. Best and be qualified and admitted to do business in the State of New York.

§ 2.5.1 Commercial General Liability with policy limits of not less than 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 (\$ 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 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, pursuant to statute.

§ 2.5.5 Paragraph Deleted

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§ 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. 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 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

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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, 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

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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

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Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided

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

§ 4.1.2 Description of Supplemental Services

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

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.15 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.

4.1.1.29 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.)

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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.

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§ 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 Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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§ 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

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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 an exclusive license to use the Architect's Instruments of Service. The Architect shall obtain similar exclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service. The Architect shall provide reproductions of the Instruments of Service and the As-Constructed Record Drawings to the Owner upon request, free of charge. All such reproductions shall be the property of the Owner, whether or not the Project is completed.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses.

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

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

§ 7.5 The provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 Paragraph Deleted

§ 8.1.3 Paragraph Deleted

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. 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.

§ 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

Litigation in a New York State Court of competent jurisdiction or the Northern District of New York

Other: *(Specify)*

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

§ 8.3 Section Deleted

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of

performance of services under this Agreement. If the Architect elects to suspend services, 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.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension.

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination..

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

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

.1 Termination Fee:

None

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

None

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

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

§ 10.3 In compliance with New York General Municipal Law Section 109, the Architect agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other person or corporation without the previous consent, in writing, by the Owner.

§ 10.4 Paragraph Deleted

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

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§ 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.

Init.

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

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

§10.13.1 Attachment A, Addendum – Standard Oneida County Conditions

§10.13.2 Any Contract Amendments, in reverse chronological order

§10.13.3 This Agreement

§10.13.4 Attachment B, Initial Information

§10.13.5 Attachment C, 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)

Basic Services Lump Sum Fee \$52,400.00.
Payments made in accordance with Exhibit E of Attachment C

- .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)

Design Contingency Lump Sum Fee \$5,000.00.
Only to be used as directed by owner. Unused balance shall be credited to owner.

Time and Materials for Supplemental Asbestos Containing Materials Sampling and Analysis
Time and Materials for Asbestos Abatement Project Monitoring
Payments made in accordance with Exhibit E of Attachment C.

§ 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.)

Init.

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.
 4.1.1.29: Compensation for asbestos containing material building survey, including ACM sample analysis, preparation of plans and specifications for abatement of asbestos containing materials included in lump sum fee for Basic Services. Compensation for supplemental asbestos containing material sampling and analysis, asbestos abatement project monitoring, including air sampling, shall be made on a time and materials basis for work completed utilizing billable rates established in Exhibit E of Attachment C.

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

Negotiated contract amendment.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

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

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

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

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

Attachment C

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Section Deleted

§ 11.8.1

(Paragraphs deleted)

Init.

§ 11.8.2

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

None

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 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 () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

Statutory % per annum

§ 11.10.2.2 Paragraph Deleted

§ 11.10.2.3 Paragraph Deleted

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

Attachment A, Addendum – Standard Oneida County Conditions, fifteen (15) pages.

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 Paragraph Deleted

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

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

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Attachment B, Initial Information, two (2) pages
Attachment C, Proposal, fifty four (54) pages

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

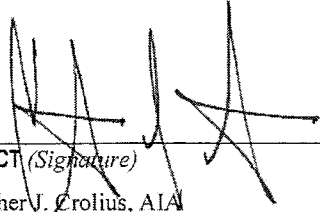
[Remainder of page intentionally left blank.]

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)*

Christopher J. Crolius, AIA
Principal

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

Init.

Additions and Deletions Report for **AIA® Document B101™ – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:12:37 ET on 04/28/2020.

PAGE 1

~~AGREEMENT-THIS AGREEMENT~~, Contract Number 104160, made as of the 1st day of April in the year 2020

...

Oneida County
800 Park Avenue
Utica, NY 13501

...

MARCH Associates, Architects & Planners, P.C.
258 Genesee Street, Suite 300
Utica, NY 13502

...

Various Facility Improvements - 2020
Oneida County

PAGE 2

Attachment B

...

Attachment B

...

To Be Determined

PAGE 3

To Be Determined

...

To Be Determined

...

To Be Determined

...

None

...

Competitive bid compliant with New York State Law

...

None

...

Mark E. Laramie, P.E.
5999 Judd Road
Oriskany, NY 13424

...

New York State Department of State

...

None

PAGE 4

None

...

None

...

Christopher J. Crolius, AIA
258 Genesee Street, Suite 300
Utica, NY 13502

...

None

...

Towne Engineering
18 South Street, Utica, NY 13501

...

Towne Engineering
18 South Street, Utica, NY 13501

PAGE 5

Appel Osborne: Landscape Architecture
Barton & Loguidice: Environmental Engineering

...

Attachment B

...

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

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

...

§ 2.5 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 (\$ 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. Compensation, pursuant to statute.~~

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

§ 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.

PAGE 9

§ 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.

PAGE 11

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

PAGE 12

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.

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

PAGE 13

None

PAGE 14

- .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.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 16

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

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. ~~The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the 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.~~

PAGE 17

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

...

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

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

...

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. 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.~~

...

[] Arbitration pursuant to Section 8.3 of this Agreement

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

...

§ 8.3 Arbitration~~Section Deleted~~

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

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

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

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

~~§ 8.3.4 Consolidation or Joinder~~

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

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

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

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

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, 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.~~

PAGE 18

§ 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.

...

None

...

None

...

§ 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.~~

...

§ 10.3 ~~The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written~~

consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment. In compliance with New York General Municipal Law Section 109, the Architect agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other person or corporation without the previous consent, in writing, by the Owner.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.
Paragraph Deleted
PAGE 19

§10.10 Independent Contractor Status

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

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

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

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

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

§10.13.1 Attachment A, Addendum – Standard Oneida County Conditions

§10.13.2 Any Contract Amendments, in reverse chronological order

§10.13.3 This Agreement

§10.13.4 Attachment B, Initial Information

§10.13.5 Attachment C, 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.

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Basic Services Lump Sum Fee \$52,400.00.
Payments made in accordance with Exhibit E of Attachment C

...

(Describe the method of compensation)

Design Contingency Lump Sum Fee \$5,000.00.
Only to be used as directed by owner. Unused balance shall be credited to owner.

Time and Materials for Supplemental Asbestos Containing Materials Sampling and Analysis
Time and Materials for Asbestos Abatement Project Monitoring
Payments made in accordance with Exhibit E of Attachment C.

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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.
4.1.1.29: Compensation for asbestos containing material building survey, including ACM sample analysis, preparation of plans and specifications for abatement of asbestos containing materials included in lump sum fee for Basic Services. Compensation for supplemental asbestos containing material sampling and analysis, asbestos abatement project monitoring, including air sampling, shall be made on a time and materials basis for work completed utilizing billable rates established in Exhibit E of Attachment C.

...

Negotiated contract amendment.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5 %), or as follows:

...

Attachment C

...

§ 11.8 ~~Compensation for Reimbursable Expenses~~Section Deleted

§ 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.~~

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None

...

~~§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~

...

Statutory % per annum

~~§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. Paragraph Deleted~~

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

...

Attachment A, Addendum – Standard Oneida County Conditions, fifteen (15) pages.

...

- ~~.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.) Paragraph Deleted~~

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[X] Other Exhibits incorporated into this Agreement:

...

Attachment B, Initial Information, two (2) pages
Attachment C, Proposal, fifty four (54) pages

...

[Remainder of page intentionally left blank.]

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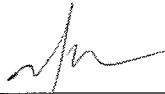
Anthony J. Picente, Jr.
Oneida County Executive

Christopher J. Crolius, AIA
Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:12:37 ET on 04/28/2020 under Order No. 5714959917 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Commissioner
(Title)

5/22/2020
(Dated)

ATTACHMENT A

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 - i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

- B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
 - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
- ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. The Contractor will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

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

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

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug 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.

Updated: 11/8/2018

Attachment B
Initial Information

1. Project Description

1.1. Oneida County Courthouse, 302 N. James Street, Rome

1.1.1. Reconstruct parking lot.

1.1.1.1. Full depth repair as required.

1.1.1.2. Milling as required.

1.1.1.3. Full depth asphalt pavement and overlay pavement as required.

1.2. Oneida County Correctional Facility

1.2.1. Reconstruct perimeter road.

1.2.1.1. Full depth repair as required.

1.2.1.2. Milling as required.

1.2.1.3. Full depth asphalt pavement and overlay pavement as required.

1.2.1.4. Maintain correct asphalt pavement elevation at security gate.

1.3. DPW Maintenance Facility, 8515 St. Rt. 28, Barneveld

1.3.1. Replace five (5) overhead doors and power operators in storage building.

1.3.2. Install spray applied insulation in storage building to prevent condensation.

1.3.3. Repair concrete floor in maintenance garage.

1.3.4. Clean and degrease concrete as required.

1.3.5. Spot repair or mill and overlay as required.

1.3.6. Install Benjamin Moore Corotech High Performance Epoxy Floor Coating (or equal).

1.4. DPW Maintenance Facility, 5999 Judd Road, Oriskany

1.4.1. Replace two (2) fuel pumps and pump control system.

1.5. Union Station, 321 Main Street, Utica

1.5.1. Replace six (6) exterior window units and one (1) exterior rollup door adjacent to the Amtrak offices.

1.5.2. Restore/Repair sandstone archway above faux door.

1.5.3. Abate/Repair interior plaster surfaces damaged by water infiltration.

1.5.4. All work must be approved by the New York State Office of Parks, Recreation and

Historic Preservation.

1.6. Project Budget is to be determined.

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 and specified in AIA B207-2017.

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.

Attachment C
Proposal

March 6, 2020



Mark E. Laramie, P.E., Deputy Commissioner
Oneida County Department of Public Works
Division of Engineering
5999 Judd Road
Oriskany, NY 13424

258 Genesee Street, Suite 300
Utica, New York 13502
Phone 315.733.3344
Fax 315.733.3331
Web marchassoc.com

Re: Oneida County Office Building
2020 Various Facility Improvements
MARCH No. 2022

Dear Mark:

MARCH Associates is pleased to submit this proposal for professional consulting services. We have based our proposal on the RFP, our understanding of the scope of work, and our previous experience at the various facilities.

MARCH Associates is committed to providing personalized service to Oneida County. My role will be as Principal-In-Charge and I will serve in that capacity throughout this entire project.

To best serve you, we have chosen to collaborate with Appel Osborne, Towne Engineering, and Barton & Loguidice to assist us with addressing site design, mechanical and electrical engineering, and hazardous materials associated with the project.

Our proposal is formatted as follows:

- Section 1 Firm Profile
- Section 2 Project Approach
- Section 3 Project Team & Experience
- Section 4 References
- Section 5 Proposed Schedule
- Section 6 Insurance
- Section 7 Exhibits / Fee Proposal

We certainly hope that you find this material responsive and that we will have the opportunity to continue working with the County. If you require any additional information or have any questions, please contact us.

Very truly yours,

A handwritten signature in black ink, appearing to read "Christopher J. Crollius". The signature is written over a faint, circular stamp or watermark.

Christopher J. Crollius, AIA
Principal

encl.

CJC/dpl

Professional Qualifications

To:

**Oneida County Department of Public Works
Division of Engineering**

Presented for:

2020 Various Facility Improvements

Oneida County

By:

**MARCH
ASSOCIATES**

ARCHITECTS & PLANNERS, PC

258 Genesee Street, Suite 300

Utica, New York 13502

Phone 315.733.3344

Fax 315.733.3331

Web marchassoc.com

March 6, 2020

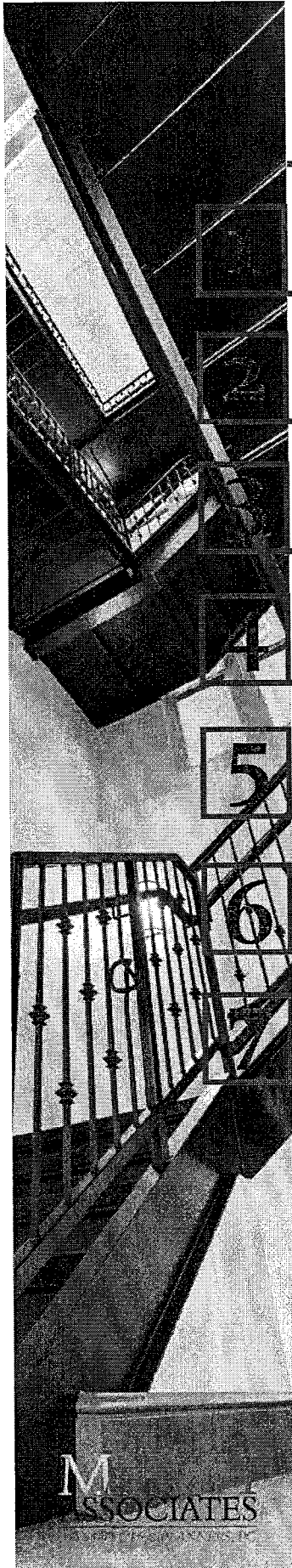


Table of Contents

1 Firm Profile

2 Project Approach

3 Project Team & Experience

4 References

5 Proposed Schedule

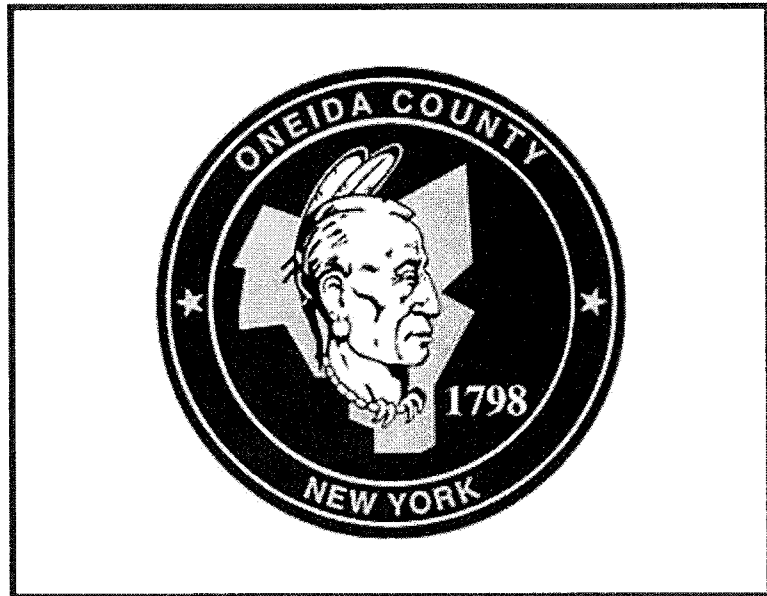
6 Insurance

Exhibits

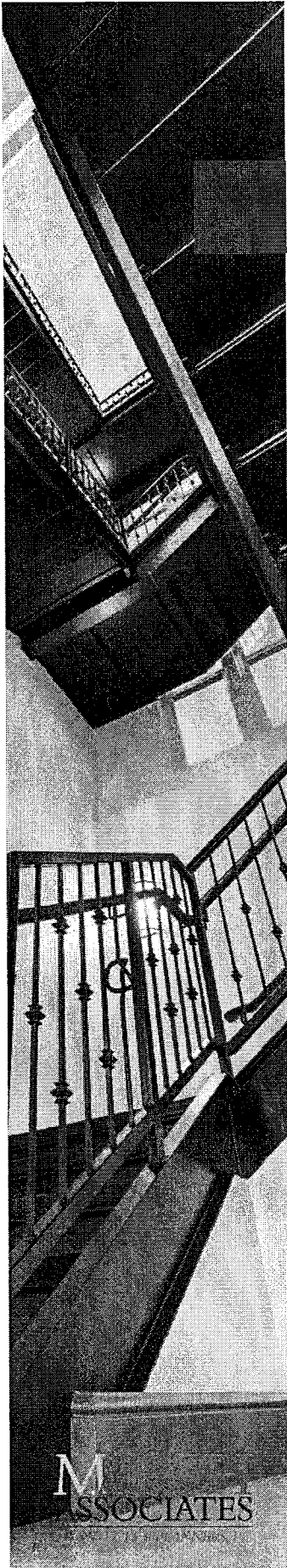
M
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Firm Profile



M
SSOCIATES



Firm Profile

CONTACT INFORMATION:

MARCH Associates, Architects & Planners, PC
258 Genesee Street, Suite 300
Utica, NY 13502
Phone: (315) 733-3344
Fax: (315) 733-3331
Web: www.marchassoc.com
Email: ccrolius@marchassoc.com
Contact: Christopher J. Crolius, AIA, Principal

HISTORY OF THE FIRM:

MARCH Associates was founded on March 10, 1993. We are proudly celebrating our 27 year in business!

FIRM'S FINANCIAL STABILITY:

We are a financially conservative firm and continually operate with no debt. Our accountant, Vincent J. Gilroy, CPA, (315) 734-1004, can furnish additional data, if required.

FIRM BACKGROUND:

MARCH Associates is an architectural firm dedicated to the planning and design of educational, municipal, and corporate facilities. The firm is managed by two principals, Christopher J. Crolius and Anthony C. Martino, who possess more than half a century of professional experience. MARCH Associates' current staff includes eight registered architects and a full time support staff of seven.

We offer "local service" to all our clients and assure responsiveness through all phases of the work. We routinely attend early morning committee meetings and make late evening presentations to Boards of Education, Town Boards and Community Groups. Our services are scheduled to conform to the needs and convenience of our Clients.

MARCH Associates is committed to a planning and design approach based on interaction, participation and collaboration.

PRINCIPAL-IN-CHARGE:

At the initiation of each project, MARCH Associates assigns a Principal-In-Charge. That principal will be the primary contact for the client throughout the course of our services.

The Principal-In-Charge will function as the project manager and will direct the representatives of the design team.

The team members assigned to this project will remain in place for the duration and will not be reassigned without your permission. Chris Crolius will be the Principal-In-Charge for the services provided to Oneida County. Chris will be assisted by David D. Jadowski, Project Architect.

EXPERIENCE OF PRINCIPAL-IN-CHARGE:

Chris Crolius has been overseeing construction projects for over 35 years.

DESIGN PHILOSOPHY:

We are very proud of our architectural accomplishments. While our projects have been recognized by a number of awards programs and publications, they are concurrently practical, flexible, and functional. After occupancy, our clients find their facilities fully usable, sustainable, and energy efficient.

COMMITMENT:

The leaders of MARCH Associates commit to and deliver personalized service to our clients. The principal-in-charge will be personally involved in all phases and aspects of the work and will always be available to the client. There will be no "hand-off" of leadership responsibilities at any time. We strive to establish long term relationships and are prepared to serve our clients through all phases of all project types.

GEOGRAPHIC LOCATION:

MARCH Associates' office is in downtown Utica, conveniently located in the heart of Central NY.

M
ASSOCIATES

Firm Profile

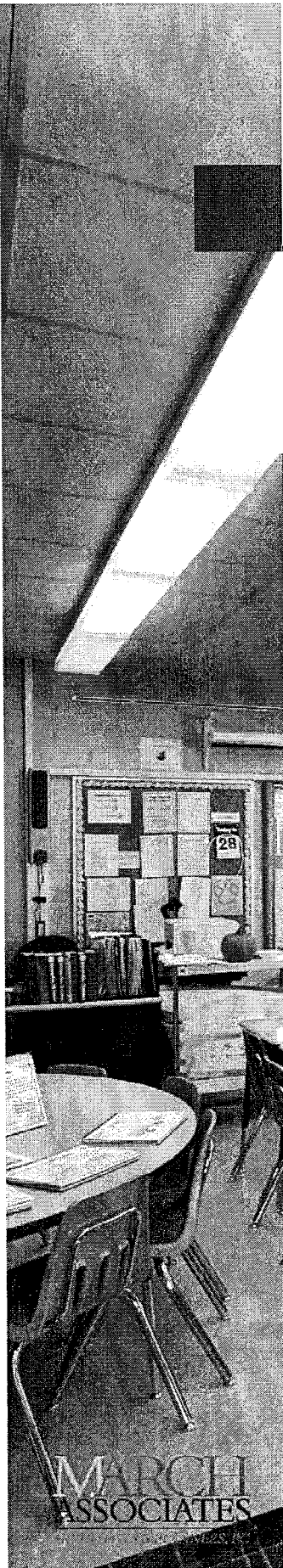
MARCH STAFF COMPOSITION:

Name	Title	Tasks	Exp.	Yrs w/Firm
Christopher Crolius *	Principal	Project Management/Construction	35+	27
Anthony Martino *	Principal	Programming/Design	40+	27
Charles Higginson *	Consulting Architect	Quality Control/Project Management	40+	27
Michael Lahey *	Associate	Architecture/CADD Management	25	25
David Jadowski *	Associate	Architecture/LEED	19	19
Matthew Lacey *	Associate	Architecture/LEED	10	4
Steven Wickman *	Associate	Architecture/LEED	29	3
Maria Leon (part-time)	Senior Designer	Architecture	30+	26
Jessica Perry	Senior Designer	Architecture/Interior Design	10	8
Jeffrey Dingman Jr.	Designer	CADD/Drafting	7	6
Michael Stickles	Designer	CADD/Drafting	12	3
Brandon Stefanik	Designer	CADD/Drafting	2	2
Conner Flisnick *	Designer	CADD/Drafting/Rendering	10	<1
Barbara Dundon	Administrator	Office Management	12	12
Sheena Dundon	Administrator	Assistant Office Management	8	1
Donna Lahey	Administrator	Construction Administration/Marketing	24	24

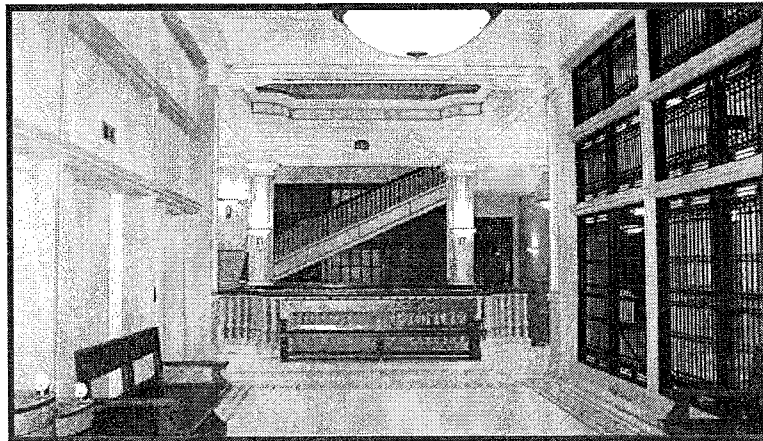
* Licensed to practice Architecture in New York State.

PRIME SUBCONSULTANTS:

Site Design:	Appel Osborne Landscape Architecture
Mechanical/Electrical Engineering:	Towne Engineering
Hazardous Materials:	Barton & Loguidice



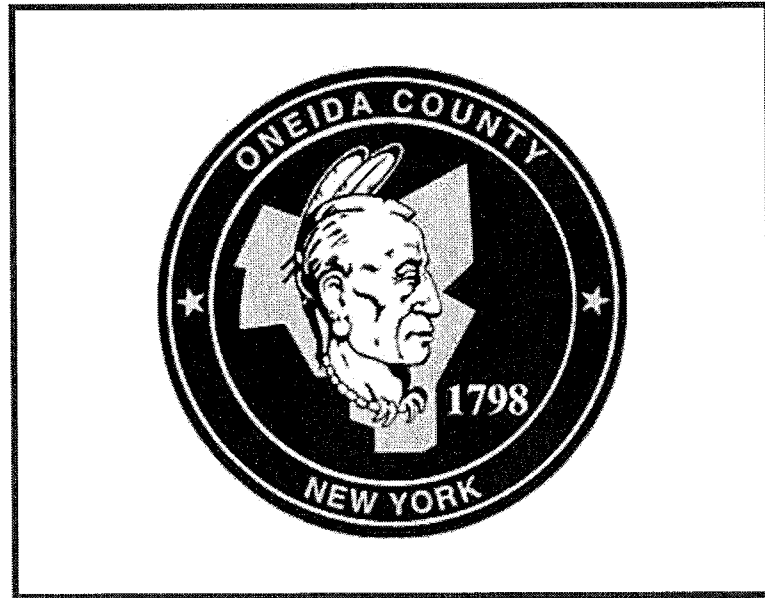
MARCH ASSOCIATES



Oneida County Courthouse, Utica, NY



Project Approach



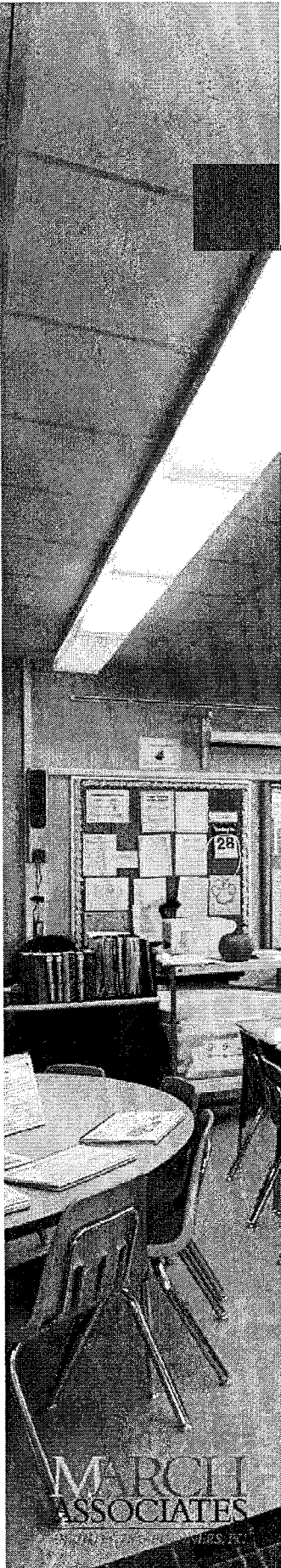
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ASSOCIATES

Project Approach

Our approach to this project is based on a team approach. The design team, in conjunction with Oneida County will work to define the issues and develop the necessary contract documents.

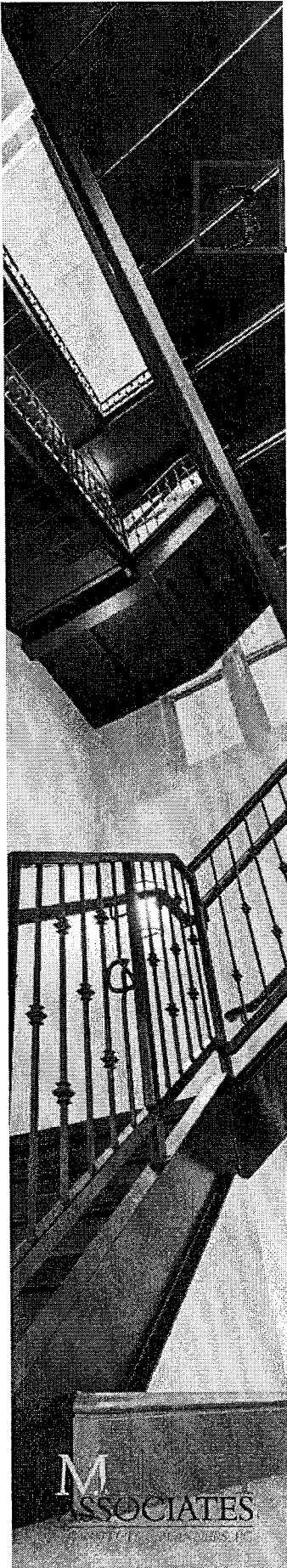
We would recommend a kick-off meeting and site visit of each facility to evaluate the proposed work items. MARCH Associates would review existing drawings and surveys to develop the necessary backgrounds and to determine the presence of possible hazardous materials. Field work would be conducted to verify existing conditions. Meetings would be held during the Design Phase with the County (as necessary), to review the proposed design solutions and update the project estimates. We would advance all of the projects during the design phase and submit Union Station to SHPO to obtain approval prior to bidding the work at that facility.

MARCH Associates has an accomplished resume working on multiple facilities and sites concurrently. We are working on several multi-building projects for area school districts within Oneida County, including Clinton, New Hartford, Waterville, Westmoreland, and Whitesboro. We believe the design team has the necessary technical expertise to address any issues identified with the proposed scope(s) of work. Our team has worked together on a number of assignments for Oneida County on most of the facilities highlighted in the RFP. We believe the County will benefit greatly from our shared experience. In addition, our proven ability to support the construction process will also be an asset to the County.

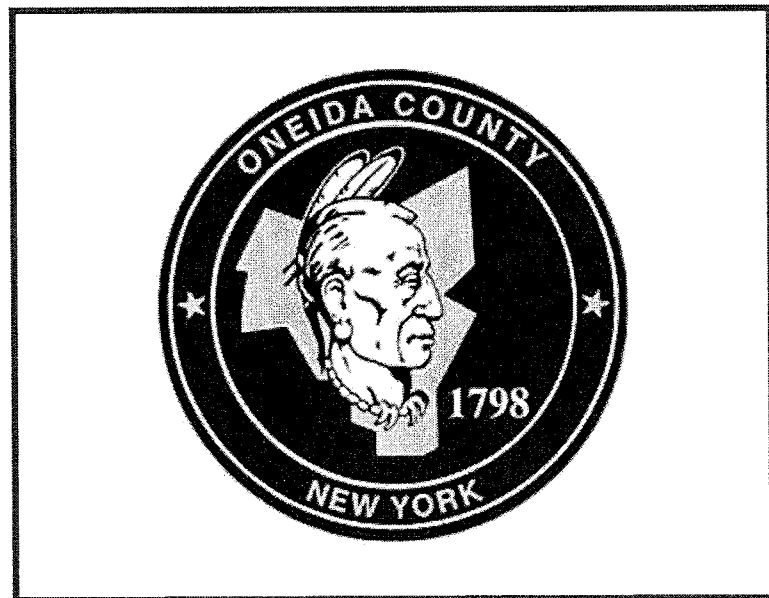


Oneida County Correctional Facility

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Project Team & Experience



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Project Team

The design team proposed for the project is a “local” and proven team of Architects and Engineers. MARCH Associates, Appel Osborne, Towne Engineering, and Barton & Loguidice are or have worked for Oneida County on numerous projects. We have a thorough understanding of the process and of working with governmental agencies.

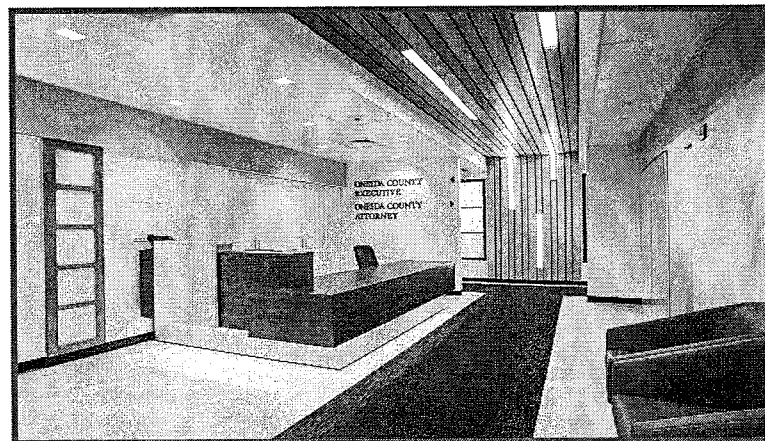
Christopher Crolus, AIA, will serve in the role of Principal-In-Charge for this assignment. Chris will be responsible for client communication and maintaining project schedules and budgets. Chris has extensive experience in managing renovation projects. Chris will be assisted throughout the project by David D. Jadowski, AIA, Project Architect and Charles W. Higginson, RA, Consulting Architect, will assist with the Union Station SHPO submission.

Appel Osborne will provide landscape architecture services and technical expertise. They have vast knowledge with planning, site design, and site engineering issues. Vince Pietrzak, RLA, Partner, and Patrick Costello, RLA, Project Manager, will be the key personnel for this project.

Towne Engineering is a mechanical, electrical and plumbing engineering firm established in 1975. Services include feasibility studies, design/development, preparation of bidding documents and construction administration. Gary Siver will oversee the M/E/P design.

Scott Nostrand, P.E. and John Rigge of Barton & Loguidice have over 25 years of experience in the investigation and handling of asbestos containing materials. They will oversee the hazardous material issues that arise during the course of the work.

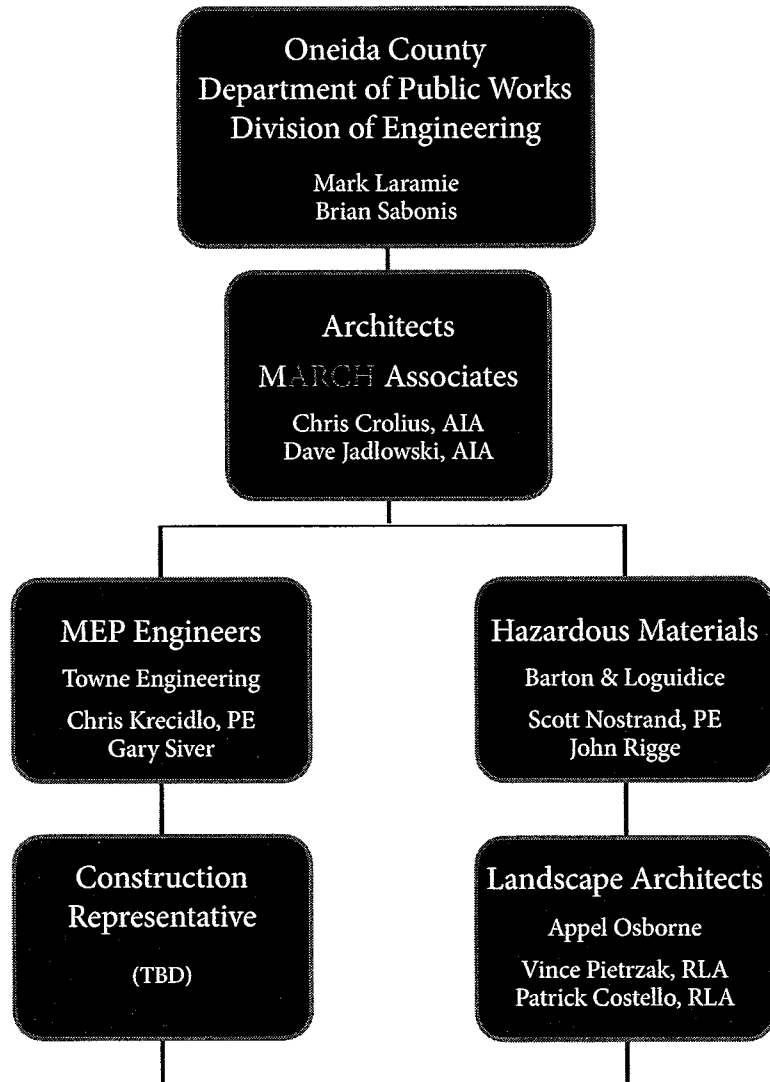
An Organizational Chart and Resumes for team members assigned to this project are included.



Oneida County Office Building - 10th Floor

MARCH
ASSOCIATES

Organizational Chart





Christopher J. Crolius, AIA, CCS, Principal

Education

M.B.A., 1985
Rensselaer Polytechnic Institute

B.S., Construction Management, 1980
Utica College of Syracuse University

A.A.S., Civil Technology, 1978
Mohawk Valley Community College

Teaching Experience

Utica College of Syracuse University
Structural Drawing

Professional Registrations/Organizations

Registered Architect: New York, 1992
American Institute of Architects
Certified Construction Specifier
SWR Institute (Sealant, Waterproofing Restoration)

Mr. Crolius has been project manager, architect, and specifications writer on numerous projects for educational, utility, and industrial clients for over 35 years. Mr. Crolius has been responsible for directing the design team, project scheduling, cost control, quality assurance, and project coordination. He has served in the pivotal role of information transfer with the client and often serves as the primary contact for project related matters. As a principal in MARCH Associates, Mr. Crolius' primary responsibilities include office administration, project management, specifications, construction management and quality assurance.

Clients to which Mr. Crolius has been directly responsible include:

Public School Districts

- Carthage Central School District
- Cambridge Central School District
- Clinton Central School District
- DeRuyter Central School District
- East Greenbush Central School District
- Gouverneur Central School District
- Harrisville Central School District
- Hermon-DeKalb Central School District
- Hoosick Falls Central School District
- Hornell City School District
- Hudson Falls Central School District
- Indian River Central School District
- Jefferson-Lewis BOCES
- Madison Central School District
- Marathon Central School District
- Newburgh Enlarged City School District
- New Hartford Central School District
- Norwood-Norfolk Central School District
- Oneida-Herkimer-Madison BOCES
- Oppenheim-Ephratah-St. Johnsville CSD
- Oriskany Central School District
- Poland Central School District
- Roxbury Central School District
- Salmon River Central School District
- Saranac Central School District
- St. Lawrence-Lewis BOCES
- Stamford Central School District
- Tarrytown Union Free School District
- Town of Webb Union Free School District
- Utica City School District
- Waterville Central School District
- Westmoreland Central School District
- Whitesboro Central School District

Colleges and Universities

- Dormitory Authority of the State of New York
- Hamilton College
- Mohawk Valley Community College
- State University College ESF at Syracuse
- State University College @ Oneonta
- New York State University Construction Fund
- State University College at Brockport
- SUNY College of Ag. & Tech. @ Morrisville
- SUNY Polytechnic Institute
- Utica College of Syracuse University

Corporate/Government/Housing

- City of Rome, Engineering and Parks & Recreation
- Deployed Resources, LLC
- JCTOD Outreach, Inc.
- Masonic Care Community of New York - Acacia Village
- Matt Brewing Company
- Mohawk Valley EDGE (GLDC)
- New York Telephone Co.
- Niagara Mohawk Power Corporation
- NYSTEC
- Oneida County Dept. of Public Works
- Town of Marshall
- Utica Center for Development-Veterans Outreach

M
ASSOCIATES



David D. Jadowski, AIA, LEED AP, Associate

Education

A.S. Architectural Technology, 2000
SUNY Morrisville

Professional Experience

19 years

Professional Registrations/Affiliations

Registered Architect: New York, 2014, License No. 036964
American Institute of Architects
LEED Accredited Professional, LEED AP BC+D

As a Project Architect, Mr. Jadowski is responsible for building design and production drawings. During the design phase he attends client meetings, coordinates with consultants and with all A/E disciplines, documentation of existing facilities, code compliance studies, presentation drawings, and contract documents (specifications and CADD). In the construction phase his responsibilities include reviewing shop drawings, clarification or interpretation of contract documents, attendance and administration of job meetings, and production of punchlists.

Clients to which Mr. Jadowski has played a key role include:

Public School Districts

- Adirondack Central School District
- Carthage Central School District
- Clinton Central School District *
- Harrisville Central School District *
- Hermon-DeKalb Central School District
- Indian River Central School District
- Madison Central School District
- Marathon Central School District
- Norwood-Norfolk Central School District
- New York Mills Union Free School District
- Oneida-Herkimer-Madison BOCES
- Poland Central School District *
- Stamford Central School District
- Town of Webb Union Free School District
- Westmoreland Central School District
- Whitesboro Central School District

Colleges & Universities

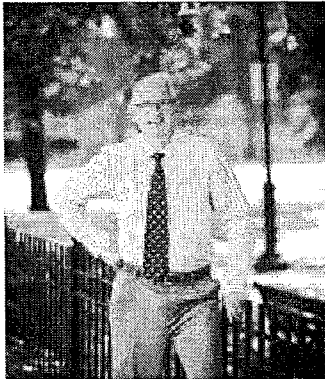
- Hamilton College
- Mohawk Valley Community College
- State University of New York - Oneonta
- SUNY Polytechnic Institute

Corporate/Government

- City of Rome
- Griffiss Local Development Corporation
- Matt Brewing Company
- NYSTEC
- Oneida County Department of Public Works
- Utica National Insurance Company

Municipal

- Floyd Fire Department
- Westmoreland Fire District



Education | Registration | Associations

State University of New York, College of Environmental Science & Forestry
Syracuse, New York
Bachelor's Degree in Landscape Architecture, 1985

Canton College, Canton, New York
Associate's Degree in Arts and Science, 1982

New York State, Registration No. 1287

Member, American Society of Landscape Architects (ASLA)
Affiliate Member, American Institute of Architects (AIA)
Treasurer, New York Upstate Chapter ASLA

Relevant Experience:

Oneida County Office Buildings

- Increased Parking
- Improved Pedestrian/Vehicular Circulation

Union Station

- Sidewalk Renovation Project including ADA Compliance

Oneida County Sheriff's Department

- Storage Facility
 - Full depth reconstruction of driveway and parking lot
 - Soil stabilization, new asphalt pavement
 - Perimeter fencing

Oneida Business Park

- Development of a New Office Park
 - Parking, signage, plantings
 - Storm water management

Dresser Rand

- New Office Building
 - Parking, entrance plaza, walking paths
- Landscape Master Plan

Griffiss Institute Expansion

- Feasibility Study and Contract Documents

Griffiss Business and Technology Park

- Building Reconstruction
 - Asphalt improvements, storm drainage
- New IT Building
 - Parking, storm water management

Elmcrest Children's Center

- Campus Roadwork, Sidewalks, Landscaping
- ADA Compliance

Syracuse University

- Day Residence Hall
 - Entry Steps, ramp, and railings improvements
- Brewster/Boland/Brockway Plaza Renovations
 - Replacement of pavers with concrete
 - Addition of ADA compliant ramp
- Sims Hall
 - Renovation of stairways

Corning Community College

- Commons Building Renovations
 - Renovation of front entry steps
 - Development of pedestrian plaza with ADA accessibility
- Wellness Education Center Addition
 - New entry courtyard including lighting, plantings, pavers, etc.



Education | Registration

State University of New York, College of Environmental Science & Forestry
Syracuse, New York
Bachelor's Degree in Landscape Architecture, 2005

Accredited Continuing Education Courses in Storm Water Management, Erosion and Sediment Control, and Cost Estimating

New York State, Registration No. 2437

Relevant Experience:

Oneida County Office Buildings

- Increased Parking
- Improved Pedestrian/Vehicular Circulation

Oneida Family Court

- Site Improvements
 - Design for stairs and sidewalk improvements
 - Water connection and fencing

Union Station

- Sidewalk Renovation Project including ADA Compliance

Byrne Dairy UHT Plant

- New UHT Plant
 - Driveways, parking, loading dock, sidewalk, storm water management, curbs, landscaping
- Plant Expansion
 - Circulation and drainage improvements, parking expansion

Fayetteville-Manlius CSD

- Main Entrance Courtyard
- Realigned Entrance Drive
- Parking Expansion

Poland CSD

- Parking and Sidewalk Improvements
- Main Entry Improvements Associated with a Secure Vestibule Addition

Clinton CSD

- Sidewalk and Pavement Reconstruction

Bainbridge-Guilford CSD

- Parking Expansion
- ADA Accessibility Improvements
- Curbing, Pavement Replacement

Central Valley CSD

- Front Entry and Accessibility Improvements

Whitesboro CSD

- 2014 Capital Improvement Project
 - Plaza and courtyard improvements
 - Sidewalk improvements and pavement reconstruction
- 2019 Capital Improvement Project
 - Asphalt paving and parking improvements at multiple locations.
 - Sidewalk improvements

TOWNE ENGINEERING

OUR STAFF

William H. Towne earned his degree in Mechanical Engineering at Iowa State University and is a registered Professional Engineer in New York, Pennsylvania, Vermont, Wisconsin and Illinois. He holds memberships in the American Society of Heating, Ventilating and Air Conditioning Engineers (ASHRAE) and the National Society of Professional Engineers (NSPE).

Gary H. Siver joined Towne Engineering in 1977, after attending Mohawk Valley Community College. He is principally responsible for electrical design and specification including power, lighting, fire alarm and security systems. He is a LEED Green Associate, a member of the Illuminating Engineering Society of North America (IES).

Christopher D. Krecidlo became a staff member in 2003, shortly after obtaining his Mechanical Engineering degree from State University of New York Institute of Technology and is a registered Professional Engineer in New York. His responsibility is mechanical systems design including heating, ventilating, air conditioning, plumbing and fire protection. He is a LEED Green Associate, a member of the American Society of Plumbing Engineers (ASPE), National Fire Protection Association (NFPA) and American Society of Health Care Engineers (ASHE).

Jeremy R. Mroz studied Computer Aided Drafting & Design at Oneida County Board of Cooperative Educational Services (BOCES) and worked several years as a drafter/designer before joining Towne Engineering in 2000.

Travis W. Richards joined our staff in 2010 while attending State University of New York Institute of Technology. He since has received his degree in Mechanical Engineering Technology and is a mechanical systems designer.



Years of Experience

30

Education

B.S. Agricultural Engineering -
Cornell University, 1984

M.S. Animal Science - Cornell
University, 1989

Professional Registrations

Professional Engineer - New
York, 1998

State of New York, Department
of Labor, Current Asbestos
Handling Certificate - Project
Designer

Hazardous Waste Operations
Health & Safety (HAZWOPER)

PE License #

#075454

Professional Affiliations

Air and Waste Management
Association

Solid Waste Associations of
North America (SWANA)

Summary

Mr. Nostrand manages B&L's environmental engineering and consulting group and oversees all the firm's environmental activities including hazard mitigation planning, environmental permitting and compliance, stormwater, stream restoration, site remediation, fuel systems design, industrial environmental compliance, air permitting and modeling, asbestos abatement, industrial wastewater pretreatment systems, and biosolids management.

Asbestos Management

Mr. Nostrand is a certified Asbestos Project Designer and oversees B&L's Industrial Hygiene group, which provides a broad array of asbestos management, indoor air quality, and environmental health and safety services. These services include preparation of pre-demolition surveys, asbestos abatement design, noise assessment, safety training, air quality analysis, and construction inspection for projects throughout the company.

For all of the project areas identified above, Mr. Nostrand has been involved with contract administration, construction management, and preparation of private and municipal bidding documents.

Hazard Mitigation Planning

Mr. Nostrand has overseen several successful FEMA/NYSOEM funding application and subsequent hazard mitigation plans and plan updates. Generally the plans include pro-active planning with various municipality personnel, community stakeholders, utilities and NYSOEM to identify hazards, risk assessment and mitigation strategies. He oversees all assessments of natural hazards, including earthquakes, landslides, flooding, and severe weather events.

Greenhouse Gas

Mr. Nostrand has overseen the preparation of greenhouse gas (GHG) monitoring plans and screening analyses for numerous clients to satisfy the requirements for the U.S. Environmental Protection Agency (EPA) Mandatory Greenhouse Gas Reporting Rule (40 CFR Part 98). The process involves evaluating each site to identify specific GHG emission sources requiring monitoring, calculating modeled and actual GHG emissions from various stationary combustion sources and fugitive methane emissions from MSW landfill sources, and preparing comprehensive site specific monitoring plans which included data collection, management, and QA/QC procedures related to the monitoring of GHG emission sources.

Environmental and Permitting

Mr. Nostrand oversees all activities regarding environmental and permitting issues such as wetland permitting, wetland assessment and delineation, wetland mitigation and design, threatened and endangered species surveys, biota inventories, habitat assessments and restorations, stream assessment and natural stream channel design, natural resource inventories, aquatic habitat

improvements, fish and wildlife impact analysis, water quality analysis and sampling, electro-fishing, macro/micro invertebrate sampling, SEQR and NEPA compliance assistance, and wildlife management and monitoring plans.

Environmental Compliance

Mr. Nostrand also manages B&L's program for environmental compliance reporting. This area has included the preparation of EPA Spill Prevention Control & Countermeasure Plans, Chemical Bulk Storage Spill Prevention Reports, Hazardous Waste Reduction Plans, and Environmental Compliance Audits.

Air Quality Permits

Mr. Nostrand has prepared air quality permit applications for municipal and industrial clients. Mr. Nostrand has been an expert witness for adjudicatory hearings, prepared Title V Air Permit applications and state facility air permit applications, and processed permit modifications for numerous clients. Permit writing has involved determination of acceptable capping strategies, monitoring strategies, and NANSR and PSD applicability. In support of these permits, Mr. Nostrand has prepared air quality screening dispersion models of expected contaminant releases. Due to B&L's solid waste practice, Mr. Nostrand has developed significant expertise in the permitting strategy for solid waste landfills that are subject to the federal New Source Performance Standards for landfills.

Due Diligence

Mr. Nostrand has prepared more than 300 Phase I Environmental Site Assessment reports for commercial and industrial clients in the Northeast. Environmental concerns identified during these assessments included leaking underground storage tanks, deteriorated asbestos materials, polychlorinated biphenyls, air, soil, wastewater pollution, permit compliance, and other environmental concerns.

Remediation Projects

Mr. Nostrand has been responsible for the management of numerous investigations of petroleum, solvent, PCB and hazardous substance spills at industrial and municipal sites under various regulatory programs such as NYSDEC's Oil Spills Program, Inactive Hazardous Waste Site Program, Voluntary Cleanup Program, and Environmental Restoration Program (municipal brownfields). These projects have included site characterization, remedial investigation, feasibility analysis, remedial design and construction administration. Remedial design projects have involved in-situ bioremediation, groundwater extraction and treatment, soil vapor extraction, source removal, and monitored natural attenuation. Projects have included remediation investigations at hazardous waste landfills, industrial facilities, abandoned industrial and commercial properties, and petroleum bulk storage and retail service stations.

Years of Experience

31

Education

B.S. Biology, State University of New York at Cortland, 1985
Graduate Study in Microbiology, 1986

Professional Registrations

NYS Department of Labor/Pennsylvania/EPA
Asbestos Project Designer
NYS Department of Labor/EPA
Asbestos Project Monitor
NYS Department of Labor/EPA
Asbestos Project Inspector
NYS Department of Labor/EPA
Asbestos Management Planner
NYS Department of Labor/EPA
Asbestos Air Sampling Technician
NYS Department of Labor/EPA
Lead Supervisor
Certified by Scitec and Niton Corporation for use of MAP Analyzer
Radiation Safety Training, 40 hour course, Cornell University
Various training courses completed within the health and safety field including: mold remediation, indoor air quality, and industrial hygiene

Certification #

88-12622
(NYS Asbestos Inspector)

Summary

Mr. Rigge has 30 years of experience in asbestos management, lead management, indoor air quality, and industrial hygiene services. He manages the Industrial Hygiene group for B&L and is the project manager for a host of clientele including industrial, municipal, educational, commercial, and professional clients. Mr. Rigge is the manager and project consultant for industrial hygiene, asbestos management, lead-based paint management, and indoor air quality projects. He has completed and/or managed hundreds of projects including survey, inspection, design, and construction related services for local educational facilities. He implements company initiatives, programs, and policies; directs provision of services to clients; and directs marketing and business development efforts.

Relevant Project Experience

Asbestos Management

Public School Districts, New York State

Mr. Rigge has provided asbestos and/or lead-based paint survey, design, and construction management services including project/air monitoring services for more than 100 public school districts and regional BOCES throughout NYS in conjunction with renovations, additions, and district upgrades. He has been involved successfully with the completion of hundreds of renovation, addition, and capital projects for the public school system.

Oneida County, Asbestos Surveys/Management Oneida County, Utica, NY

Building asbestos surveys, design, and construction related services at various county-owned facilities including Union Station Building (c.1910) and the Oneida County Court House (c.1920). Additionally Mr. Rigge developed an operations and management plan for asbestos in the Oneida County Office Building to provide an ongoing program oversight.

Onondaga Community College Asbestos Survey, Syracuse, NY

B&L was retained by Onondaga County to conduct surveys for asbestos containing material at nine buildings on the Onondaga Community College (OCC) Main Campus located in Syracuse, NY. The surveys were conducted by B&L personnel and included accessible areas of the buildings' interior spaces, roofs (as directed by OCC), and exteriors. The survey of each building included the sampling of suspect ACM by B&L personnel. Mr. Rigge served as the project manager for the project. He was responsible for the scheduling, coordination, and execution of the services and for review and quality control.

Central New York School District, Indoor Air Quality, Central New York

Building-wide indoor air quality assessment and airborne and surface mold and bacteria sampling at two elementary schools and associated risk assessment.

Asbestos Services, Cornell University, Ithaca, NY

Mr. Rigge managed comprehensive surveys of asbestos materials, including extensive exposure assessment, hazard ranking, and cost estimates for more than 338 campus buildings totaling more than 8.5 million square feet. Supervised and designed asbestos abatement in multiple buildings on the University campus.

Asbestos and Lead Services, Various USAF Facilities, United States Air Force

Project consultant for building surveys for asbestos-containing materials/lead at Air Force bases and government owned manufacturing plants throughout the United States, approximately 70 million sf.

Asbestos Services, State University of New York at Morrisville, Morrisville, NY

Mr. Rigge conducted asbestos surveys and project monitoring services at several buildings on campus.

Asbestos and Lead Services, Cornell University, Ithaca, NY

Mr. Rigge was project manager/consultant for design and project monitoring at several large asbestos and lead abatement projects including major renovations/demolition at S.T. Olin Chemistry, Baker Chemistry, and Sage Hall on the Cornell University campus.

Asbestos and Lead Services, Hamilton College, Clinton, NY

Project manager/consultant for design and project monitoring during large asbestos/lead abatement project at numerous college buildings.

Industrial Hygiene and Environmental Services for Rochester Institute of Technology, Rochester, NY

B&L was retained by RIT for the provision of industrial hygiene and environmental services on an as-needed basis. Services provided under the contract include industrial hygiene sampling and assessment, indoor air quality investigations and sampling, engineering review of specific building components, and miscellaneous environmental testing services. Mr. Rigge serves as the project manager for the project. He is responsible for the scheduling, coordination, execution, and quality control of the services with the project designate(s) from RIT.

Indoor Air Quality, Le Moyne College, Syracuse, NY

Project consultant for full day area sampling for particulate, oxides of nitrogen, formaldehyde volatile organic compounds, and other indoor air quality indicators.

Years of Experience

26

Education

A.A.S. Natural Resource Conservation, SUNY Morrisville, 1988

A.A.S. Civil Engineering, SUNY Mohawk Valley, 1993

Professional Registrations

NYS Department of Labor/EPA Asbestos Project Monitor

NYS Department of Labor/EPA Asbestos Designer

NYS Department of Labor/EPA Asbestos Project Inspector

NYS Department of Labor/EPA Asbestos Management Planner

NYS Department of Labor/EPA Asbestos Air Sampling Technician

EPA Certified Lead Risk Assessor

Certification #

NY-R-5524-6

(Risk Assessor)

Summary

Mr. Morse has a significant background as an industrial hygiene consultant to numerous educational, commercial, professional, and industrial clients. He has completed hundreds of projects involving hazardous material remediation design, asbestos and lead-based paint consulting, and industrial hygiene services.

Industrial Hygiene Monitoring

Conducted a multitude of projects involving sampling for numerous types of airborne contaminants including various solvents, metals, total and respirable dust/silica. Responsibilities included: scheduling and conducting field sampling, interviewing affected employees to determine their job responsibilities, observing employee activities throughout their work shifts, documenting work place observations to correlate exposures with job functions, interpreting analytical data gathered from sampling events, and preparing reports discussing exposures in relation to applicable exposure limits.

Indoor Air Quality Investigations

Conducted numerous IAQ surveys which included investigations and monitoring throughout facilities for typical IAQ indicators, including temperature, relative humidity, total particulates, volatile organic compounds, carbon dioxide, and carbon monoxide. He conducted examinations of the use and layout of floor space to identify patterns of air movement with respect to potential sources of indoor air contaminants. Conducted follow up investigations to isolate sources of contaminants.

US Air Force Survey Team Leader

Served as on site asbestos and lead based paint survey team leader at more than 40 US Air Force bases and government -owned manufacturing facilities worldwide. The project encompassed 4 years and included the asbestos and lead based survey of approximately 70 million square feet of building space. Duties: scheduling work, conducting surveys, QA/QC of field data, client relations and solving logistical issues involved with working in other states/countries.

Site Clearance Project Field Supervisor

Mr. Morse served as on site supervisor for a \$1.1 million site clearance project, which included the hazardous material survey, asbestos survey, abatement and demolition of 34 buildings at a former government installation. The project was conducted over a period of nine months. Responsibilities included: oversight of initial asbestos and lead based paint surveys, assistance in the formation of all design and specification documentation, on site supervision of asbestos and lead based paint abatement, building demolition, site grading, final report generation, and final close out documentation submission.



Asbestos Surveys

Mr. Morse conducted a multitude of asbestos material surveys in a variety of commercial, industrial and residential environments; including multi story office buildings, manufacturing plants, power plants, and schools. Work included site investigations, material sampling, material assessment, report generation, and identifying ACM on computer generated floor plans.

Lead Based Paint Surveys

Conducted lead based paint inspections and risk assessments as an EPA Certified Lead Inspector and Risk Assessor for numerous school districts throughout New York State. Work was conducted according to HUD guidelines and using portable x ray fluorescent instrumentation.

Asbestos and Lead-based paint Investigations, Herkimer-Fulton-Hamilton-Otsego BOCES, Herkimer, NY

Performed asbestos and lead-based paint investigations and removal design for renovations to the building. Mr. Morse also provided sampling and removal documents for the mercury containing sports flooring in the gymnasium.

Asbestos and Lead-based Paint Investigations, Oneida-Herkimer-Madison BOCES, New Hartford, NY

Performed asbestos and lead-based paint investigations and asbestos removal design work for renovations/additions to the building.

Air Sampling

Performed real-time particulate and high volume TSP (total suspended particulate) monitoring of containments during bridge rehabilitation projects. Reviewed control techniques with NYSDOT Engineers and Inspectors to ensure public safety.

Public School Districts, New York State

Mr. Morse has provided asbestos and lead-based paint survey, abatement design, project monitoring, and construction management services at over 70 public school districts and regional BOCES facilities throughout NYS. The work was conducted in conjunction with renovations, additions, capital projects, and district upgrades. He has been involved in numerous successfully completed school projects in NYS.

Asbestos and Lead Services, Hancock Field Development Corporation, Syracuse, NY

As Project Manager for Hancock Airpark site clearance project, Mr. Morse performed site surveys for asbestos and lead and other hazardous materials, and prepared contract specifications for removal, disposal, and demolition for 137 buildings.



Years of Experience

28

Education

A.A.S. Ecology and Environmental Technology, Paul Smiths College, 1989

Professional Registrations

NYS Department of Labor/EPA
Asbestos Project Monitor
NYS Department of Labor/EPA
Asbestos Project Inspector
NYS Department of Labor/EPA
Asbestos Management Planner
NYS Department of Labor/EPA
Asbestos Air Sampling Technician
EPA Certified Lead Risk Assessor
OSHA 40-Hour Hazardous Waste Operations Training
Certified by Scitec and Niton Corporation for use of MAP Analyzer

Certification #

90-04160
(NYS Asbestos)

Summary

Mr. Thorp has a significant background as an industrial hygiene consultant to professional, institutional, commercial, and industrial clientele. He has overseen the completion of hundreds of projects of varying complexity involving duties such as project costing, technical performance, and project performance. Mr. Thorp has completed hundreds of projects involving asbestos and lead-based paint consulting, industrial hygiene services, and hazardous material remediation design.

Relevant Project Experience

Asbestos

Asbestos and Lead Based Paint Services, School District (K-12)

Mr. Thorp performed asbestos and lead based paint investigations, designs, and project monitoring/air sampling for numerous school district capital projects including, locally, Syracuse City, North Syracuse, Baldwinsville, Westhill, Oneida, Morrisville, Vernon Verona Sherrill, Ilion, Solvay, Pulaski, Union Springs, Camden and Rome City Schools. He performed the same services for BOCES campuses at Herkimer-Fulton-Hamilton-Otsego BOCES and the Oneida-Herkimer-Madison BOCES.

Asbestos and Lead Services, Hancock Field Development Corporation, Syracuse, NY

Industrial hygienist for Hancock Airpark site clearance project. Performed site surveys for asbestos and lead and other hazardous materials, prepared contract specifications for removal, disposal, and demolition for 137 buildings.

Structural Conditions Assessment of Two Buildings, City of Syracuse, NY

As part of a structural conditions assignment under the B&L General Services Agreement with the City of Syracuse, Mr. Thorp provided engineering and environmental services necessary for two vacant buildings targeted for demolition on S. Warren Street in the City of Syracuse. He was project manager for asbestos inspection, abatement, and air sampling services.

State University of New York

Mr. Thorp performed asbestos project monitoring services for renovation projects at various campuses including Albany, Binghamton, Morrisville, Onondaga Community, Oswego, Cortland, and Oneonta.

Hamilton College, Clinton, NY

Mr. Thorp performed asbestos investigations, design services, and construction period monitoring for projects at several buildings on campus.



Cornell University, Ithaca, NY

Mr. Thorp performed asbestos surveys of entire endowed portion of the campus (over 6 million sq. ft.) including sampling, drawings, and data entry to database format. Numerous asbestos design and construction period monitoring projects including Olin Chemistry, Baker Chemistry, Sage Hall, and Plant Science Buildings.

Mohawk Valley Community College, Utica and Rome Campuses, NY

Mr. Thorp performed asbestos investigations, project design, and construction period monitoring for several buildings.

St. John Fisher College, Rochester, NY

Mr. Thorp performed asbestos surveys of the entire campus including sampling, drawings, and preparing data into a management plan format. He was involved with numerous asbestos design and construction period monitoring projects at various buildings on campus.

Asbestos and Lead Based Paint Surveys, US Air Force

Mr. Thorp conducted at various government owned manufacturing facilities and bases throughout the US.

Veterans Administration Medical Centers, Albany, Bath, Buffalo, Canandaigua, Rome, and Syracuse Facilities

Mr. Thorp performed asbestos project monitoring and air sampling for numerous renovation and addition and renovation projects.

Griffiss Local Development Corporation, Former Griffiss AFB, Rome, NY

Mr. Thorp performed asbestos and lead-based paint surveys, project design services, and project management/project monitoring for building demolitions and various renovation projects.

Experience

BIRNIE BUS SERVICE
Rome, NY
Mr. Tim Birnie

- Additions/Alterations to Existing Utica Facility.
- Site Plan for New Facility in Cornell, NY.

EDGEWATER SERVICES CO. LTD.
Syracuse, NY

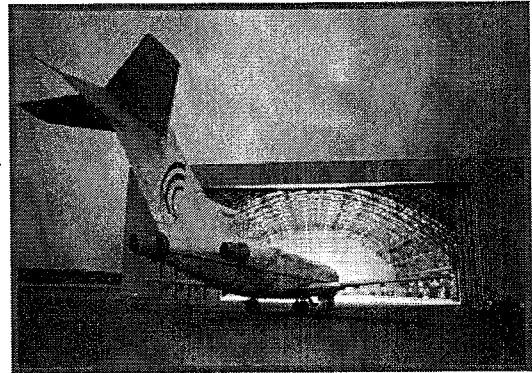
- Design and Construction of Addition to Existing LCMG Building.
- 25,000 S.F. Light Manufacturing/Warehouse with loading docks.

FRANKFORT FREE LIBRARY
Frankfort, NY
Mr. Jon Loiacano, Board President

- Repair/replace concrete entrance way and railings.

GRIFFISS LOCAL DEVELOPMENT CORPORATION / MOHAWK VALLEY EDGE
Rome, NY
Mr. Steve DiMeo

- Expansion and Renovation of Hangar 101 for Empire Aero Center.
- Various Site Evaluations, Building Evaluations & Miscellaneous Design Work.
- Design of Light Manufacturing Building.
- Site Master Plan.
- Asbestos Abatement/Demolition of Building 112.
- Bay 6 Tail Door Upgrades.
- Empire Aero Center Annex Roofing
- Renovations to the Former Base Gym.

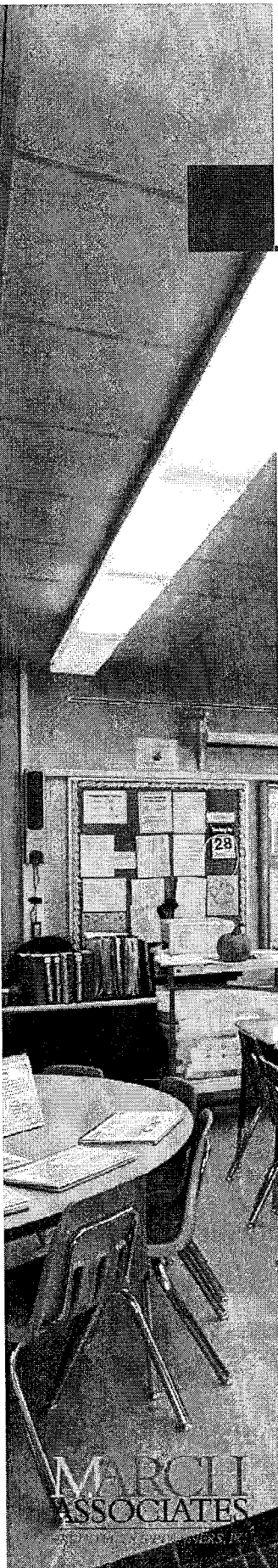
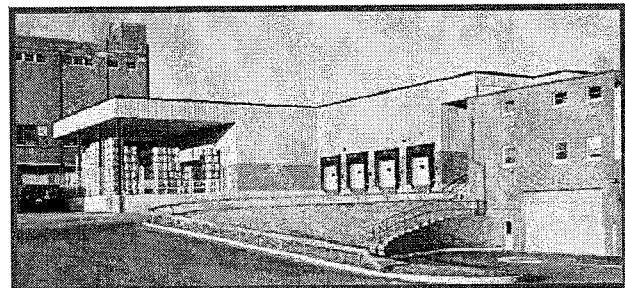


NATIONAL DISTANCE RUNNING HALL OF FAME
Utica, NY
Mr. Earle Reed, Founder

- New National Distance Running Hall of Fame Showcasing the Utica Boilermaker.
- Renovations to existing multi-story historic building.

MATT BREWING COMPANY
Utica, NY
Mr. Nick Matt, President

- Phase 1 - Interior Renovations
- Phase 2 - Warehouse Expansion and New Keg Cooler



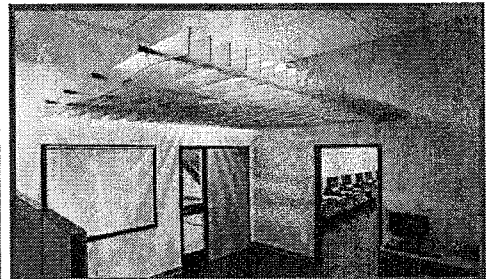
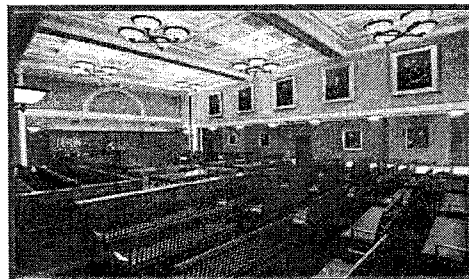
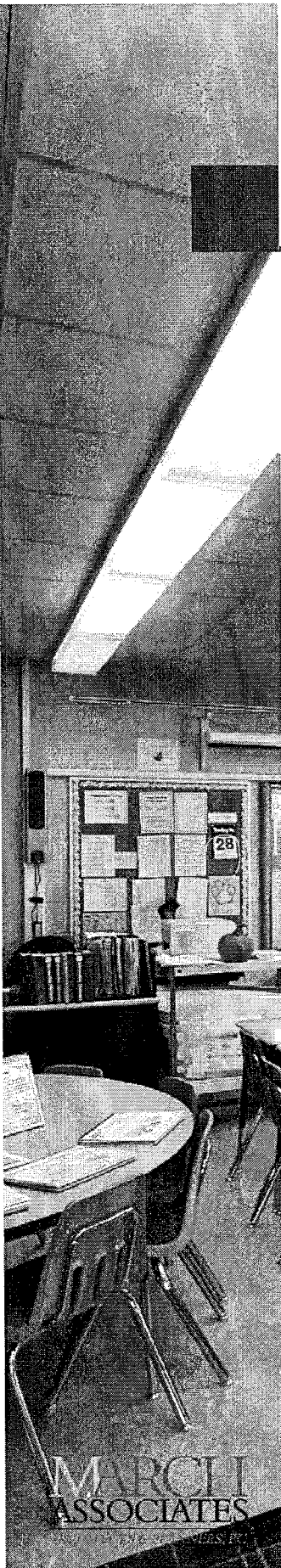
MARCI ASSOCIATES

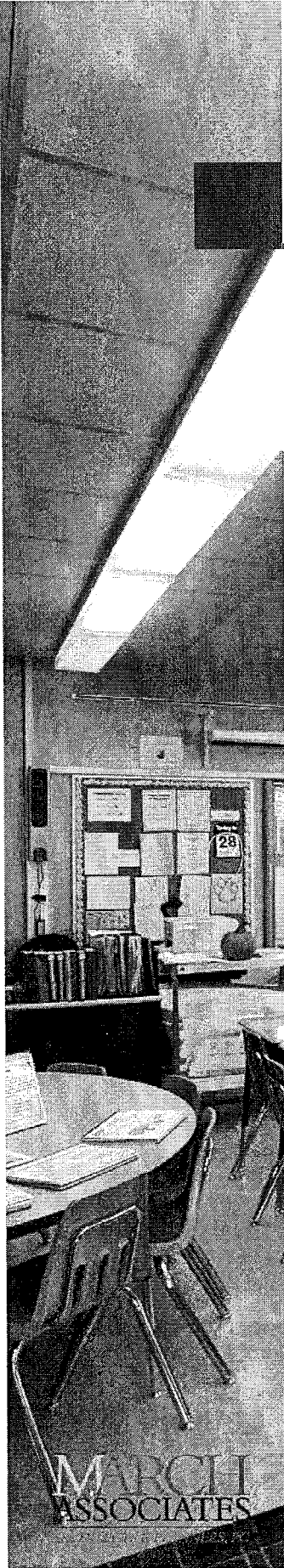
Experience

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS
Oriskany, NY
Mr. Mark Laramie, Deputy Commissioner



- Interior Renovations to Oneida County Courthouse.
- Interior Renovations at 235-247 Elizabeth Street.
- Design of New Vehicle Storage Facility.
- Re-roof County DPW Buildings.
- Renovations to Union Station.
- Renovate OCDPW Offices at 5911 Airport Road.
- Re-Roof Oneida County Office Building.
- OCOB - Asbestos Abatement & Interior Renovations - 5th Floor.
- Replacement of Exterior Facade at OCCF.
- Re-Roof OC Courthouse & Union Station.
- Window & Door Replacement at OCOB-Rome.
- Overhead Door Replacement at Various OCDPW Facilities.
- HVAC System Improvements at Oriskany Maintenance Facility.
- Union Station Reroofing & Fuel Stack at Chimney.
- OC Facility Improvements at MVCC A&P Training Center.
- Union Station - REA Wing Renovations.
- OC - MVCC Rome - Plumley Building Roof Replacement & Skylight Restoration.
- OC - Homeland Security Training Center Building Improvements.
- OC - Railroad Street & Sitework Improvements at Union Station.
- OCDPW - Salt Storage Facilities - (3) Building Improvements.
- OCDPW - Taberg Maintenance Facility - Building Improvements.
- OCOB - Asbestos Abatement & Interior Renovations - 1st & 3rd Floors.
- OCOB - Asbestos Abatement & Interior Renovations - B1/B2.
- OCOB - Asbestos Abatement, Boiler and VCT Replacement, & Interior Renovations, B1/B2.
- OCOB - 1st Floor VCT Replacement.
- OCDPW - Oriskany Maintenance Facility - Building Improvements.
- OC - Building 13 at the former Oriskany Airfield - Roof Replacement.
- Union Station - Department of Elections.
- OC - MVCC - Exterior Building Improvements.
- OC - Correctional Facility - Recreation Yard Improvements
- OC - Correctional Facility - Sliding Gate
- OC - Rome - 300 W. Dominick Street - Probation Renovations.
- OCOB - Chimney Retrofit.
- OCOB - Parking Lot Expansion.
- OCOB - Garage Door Replacement.
- OCOB - 1st Floor Store Door Replacement.
- OCDPW - 120 Airline Street - ReBid Renovations.
- OC - Rome - 301 W. Dominick Street - Family Court Facility Renovations.
- OCOB - Asbestos Abatement & Interior Renovations - 4th & 2nd Floor.
- OC - MVCC - Transfer Center (Phase 1) & Student Commons (Phase 2).
- OCOB - Asbestos Abatement & Interior Renovations - 10th Floor.





Experience

ONEIDA COUNTY DEPARTMENT OF WATER QUALITY & WATER POLLUTION CONTROL
Utica, NY
Mr. John Waters

- Roofing Construction at (3) Buildings: Barnes Avenue & Sauquoit Creek Pump Stations and Leland Avenue Garage.

ROME RECREATION CENTER
Rome, NY
Mr. Ryan Hickey, Recreation Coordinator

- Study for new sports complex with ice arena and indoor playing surfaces.
- Additions and Alterations at John F. Kennedy Civic Arena, Phases I & II.

STANLEY PERFORMING ARTS CENTER
Utica, NY
Mr. Mark Laramie, Oneida County Division of Engineering

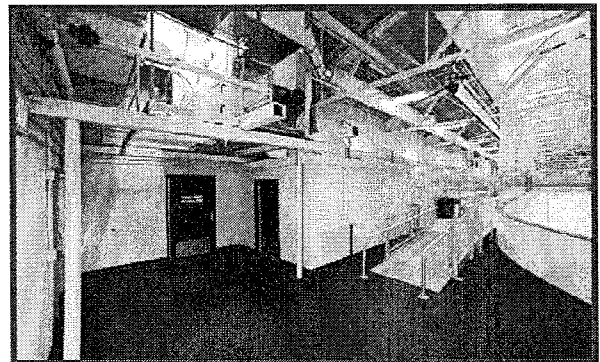
- Window Replacement Project.

UTICA BOILERS
Utica, NY
Mr. Timothy Reed, President

- Training Center with working Boiler Demonstration/Testing Area.
- Warehouse Expansion Study.
- Research and Development Facility Improvements.

UTICA NATIONAL INSURANCE GROUP
New Hartford, NY

- New Corporate Headquarters Building.
- Mechanical Upgrades and Associated Renovations.
- Facade Reconstruction/Window Replacement to Existing Building.
- Cafeteria Addition.
- Renovations to Third Floor Office Area.
- Fuel Tank Removal.
- Executive Suite Modifications.
- Re-roof Main Building.
- Limestone Restoration.
- Parking Lot Improvements.

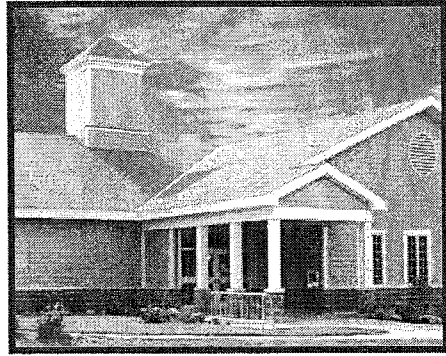
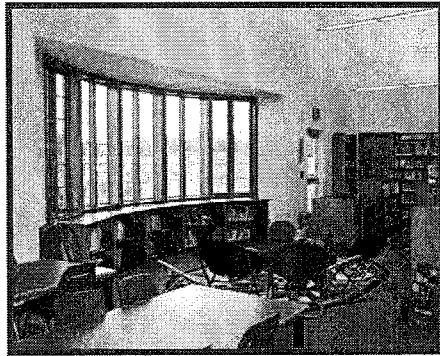


MARCH
ASSOCIATES

Experience

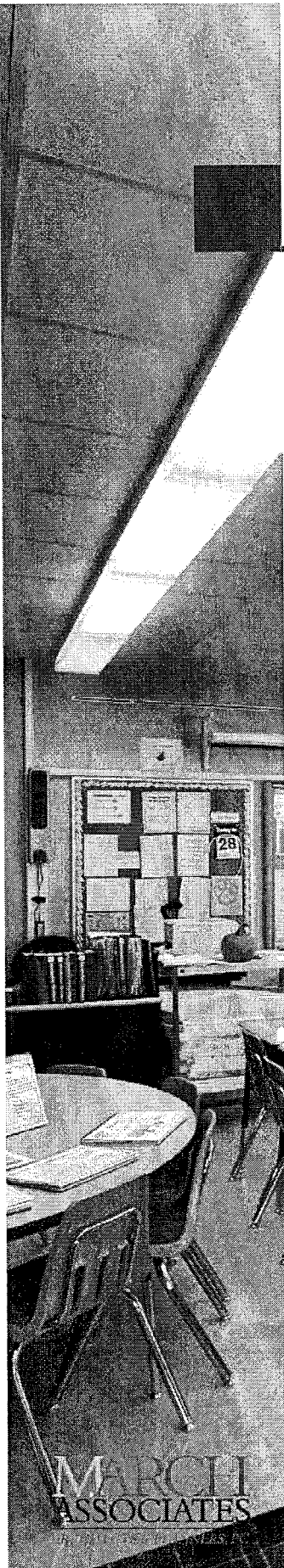
WATERVILLE PUBLIC LIBRARY
Waterville, NY
Mr. Stephen J. Keating, Former Board President

- New Public Library.



VOLUNTEER FIRE DEPARTMENT - FLOYD
Rome, NY
Mr. Dan Schwertfeger, Fire Department Chief

- Addition & Alterations



MARCH
ASSOCIATES

FIRM BACKGROUND AND PROFESSIONAL SERVICES

SERVICES

site selection
 master planning
 feasibility studies
 environmental assessment
 SEQR determination
 agency approvals
 DEC permitting
 site design
 storm water management
 irrigation
 contract documents
 contract administration

A SYNTHESIS OF LANDSCAPE ARCHITECTURE AND SITE ENGINEERING

Our clients benefit from the firm's capability to creatively solve a broad range of planning, site design, and site engineering issues. Our office includes 15 Licensed Landscape Architects including four partners, Peter Osborne, Vincent Pietrzak, Timothy Bonaparte, and Cory Jenner, and a support staff of 14 talented professionals.

AN ESTABLISHED PRACTICE

Since 1975, we have completed award-winning projects throughout New York State. We stress personalized service, with hands-on partner involvement on every project. Our clients benefit from our experience in the site design of a wide array of facilities and our familiarity with the agencies involved in the process including the NYS Department of Environmental Conservation, County and City Engineering Departments, the NYS and Onondaga County Departments of Transportation, and the NYS Education Department.

Our contract documents are well respected by both Owners and Contractors and have a proven track record of being thorough and easy to read, resulting in very few change orders. We can prepare presentation graphics including perspectives, plan renderings, and visual simulations used to aid in client and agency reviews, public presentations, and fundraising.

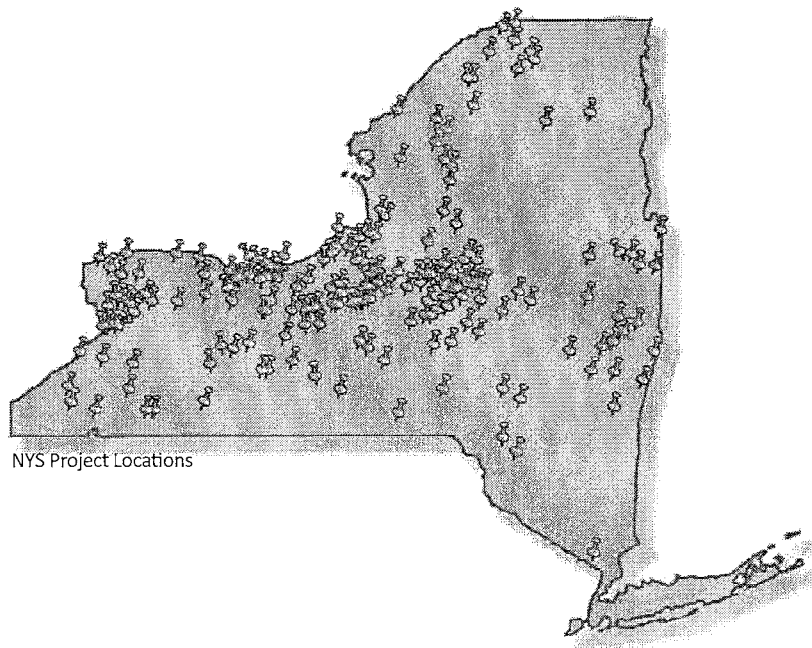
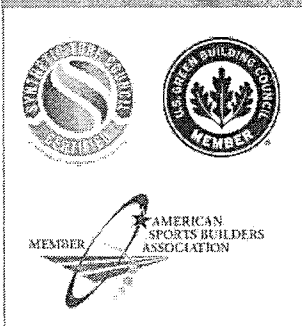
MARKETS

K-12 education
 higher education
 healthcare facilities
 residential
 government/public institutions
 parks & recreation
 corporate facilities
 master planning
 athletic complexes
 sustainable design

STAFF CREDENTIALS BREAKDOWN

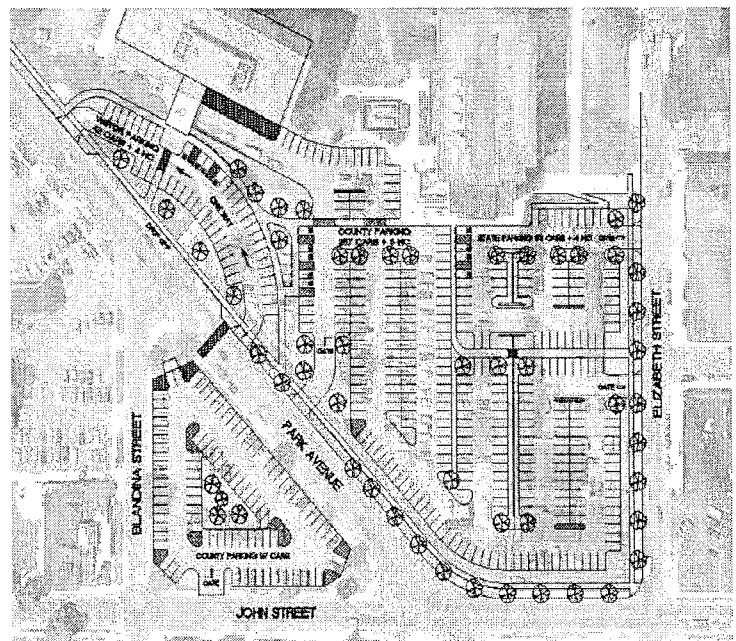
- 15** LICENSED LANDSCAPE ARCHITECTS
- 3** LEED ACCREDITED PROFESSIONALS
- 2** CLARB CERTIFIED LANDSCAPE ARCHITECTS
- 2** CERTIFIED PROFESSIONALS IN EROSION & SEDIMENT CONTROL
- 1** CERTIFIED EROSION, SEDIMENT & STORM WATER INSPECTOR
- 1** CERTIFIED PROFESSIONAL IN STORM WATER QUALITY

AFFILIATIONS



- Design a parking lot expansion and renovation
- Maximize total number of parking spaces
- Minimize or eliminate pedestrian/vehicular conflict points
- Separate parking areas for County employees, State employees and visitors via automated gates and physical barriers
- Improve handicapped accessibility to the office building and courthouse
- Green strategies to reduce storm runoff such as permeable asphalt, landscaping and infiltration management areas
- New parking lot signage and pedestrian wayfinding
- Development of a landscaping plan to enhance building entrances and plaza spaces

Project Overview	
Approximate Site Construction Cost	\$1.5 million
Completion Date	2017
Partner-In-Charge	Vincent P. Pietrzak
Project Manager	Patrick J. Costello
Reference	
Mr. Mark Laramie, P.E. Oneida County DPW (315) 793-6236	



- Sidewalk renovation including ADA compliance
- Paver replacement
- Drainage improvements
- New plantings
- Reconstruction of the Rail Road Street pavement

Project Overview

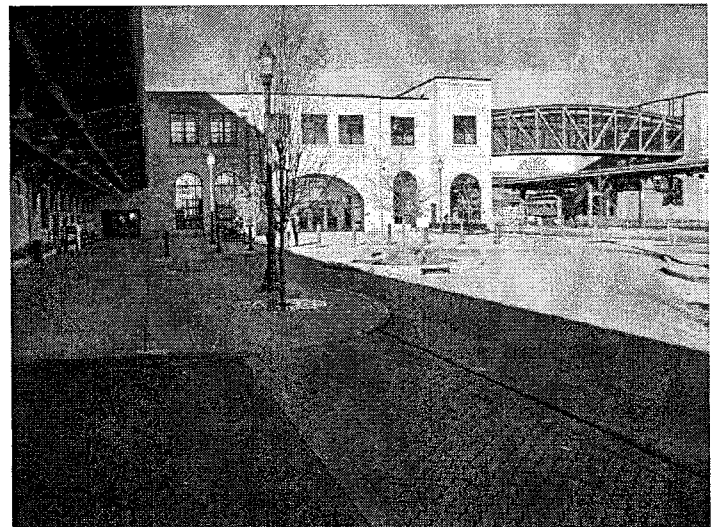
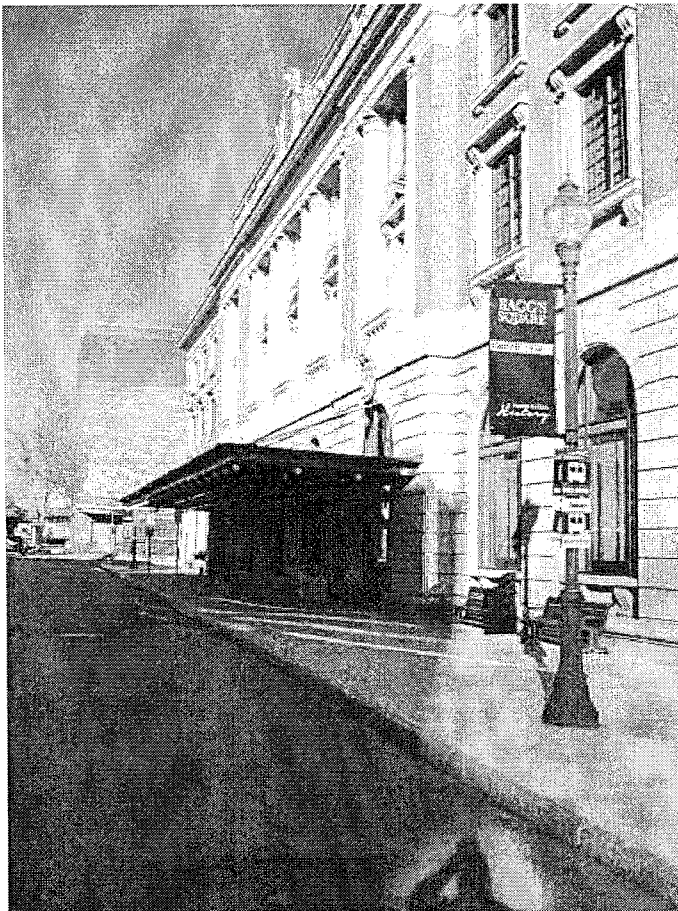
Approximate Site Construction Cost
\$150,000

Completion Date
2013

Partner-In-Charge
Vincent P. Pietrzak

Project Manager
Patrick J. Costello

Reference
Mr. Mark F. Kantor
Assistant Civil Engineer
Oneida County DPW
(315) 793-6236



UHT Plant

- New UHT plan on a 20-acre site
- Prepared documentation to obtain Site Plan Approval
- Driveways, parking lot, loading dock, sidewalk, curbs
- Storm water management
- Landscaping
- Gravity sanitary system from municipal system was designed to within five feet of building
- Master Planning for future phases

Plant Expansion

- 105,500 s.f. addition
- Circulation and drainage improvements
- Parking lot expansions
- Concrete loading docks
- Sanitary conveyance for an on-site processed waste treatment facility
- Storm water management includes expansion of the existing retention basin

Project Overview

Estimated Site Construction Cost

UHT Plant: \$650,000
Expansion: \$2.0 million

Completion Date

UHT Plant: 2005
Expansion: Ongoing

Partner-In-Charge

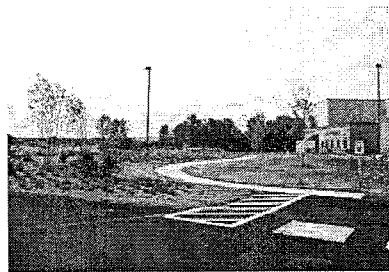
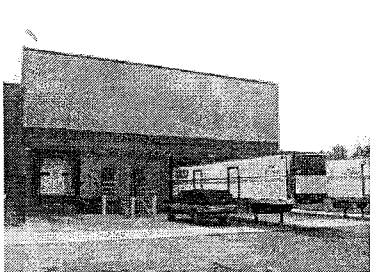
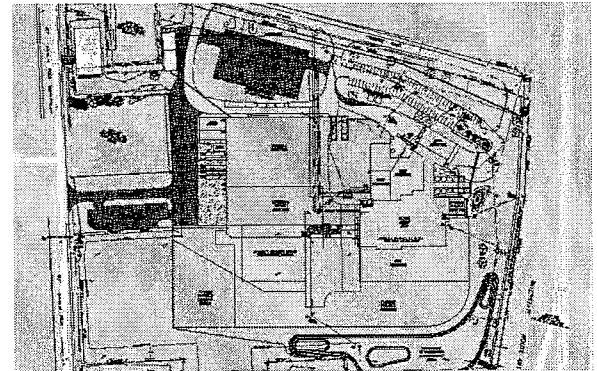
Peter S. Osborne

Project Manager

Cory M. Jenner
Patrick J. Costello

Reference

Mr. Nick Marsella
(315) 475-2111



EXPERIENCE SUMMARY

Towne Engineering personnel (over a time span of three decades) have successfully completed the design and specification of Mechanical and Electrical Systems for ***more than 2000 projects*** associated with public schools, universities, libraries, nursing homes, hospitals, government buildings (post offices, courthouses, correctional facilities), multiple residences, elderly housing, military installations, airport terminals, aircraft hangars, office buildings, banks, a broad range of industrial facilities, telecommunication equipment facilities, supermarkets, garages, churches, theatres, waste recycling stations, vehicle maintenance facilities, etc.

Projects have ranged in size from small residential and nominal retrofit installations to both new and retrofit construction of ***several hundred thousand square feet***. The cumulative total of boiler, refrigeration and service would be many thousand horsepower, tons and KVA, respectively, with an ***associated cost of millions***.

Design Efforts have included:

Mechanical

Airside: Single zone, multizone, terminal reheat, variable volume, induction, induction reheat, fan coil, dual duct, radiant panel, unitary, heat pump (air and water source) commercial exhaust, make-up air, industrial exhaust, heat recovery (air/air and air/water), precision environmental control.

Waterside: Low, medium and high pressure steam and condensate, low medium and high temperature hot water, chilled water, condenser water, refrigerant, natural and propane gas, light and heavy oil, sanitary drainage, storm drainage, low and high pressure compressed air, acetylene, chlorine, nitrogen, nitrous oxide, oxygen, vacuum, fire protection sprinklers and standpipes, dry chemical fire protection, halonogated fire protection, process (broad range of media) domestic and process hot and cold water.

Electrical

Power: Service, transformation, switchgear, distribution, uninterruptible, standby (turbine driven, engine driven, battery).

Lighting: Exterior, interior, direct, indirect, task, decorative, emergency, exit.

Special Systems: Fire alarm, security alarm, communications, telephone, data.

We're confident that our extensive experience and expertise will provide cost effective solutions to engineering demands in a fashion that properly addresses prevailing needs.

Asbestos/Hazardous Building Material Services – Evidence of Specialized Knowledge

Barton & Loguidice (B&L) can provide comprehensive pre-renovation investigation, sampling, analysis, removal design, and construction oversight of any necessary abatement operations. Our technical staff maintains applicable regulatory certifications and more importantly, executes services for public school capital projects continually as a primary service within the Industrial Hygiene Division. Extensive institutional knowledge of school facilities by district, region, vintage, and construction types coupled with experienced, educated staff working with the design team from start to project completion has been our formula for successful projects.

Our investigation services in the asbestos and hazardous building material arena are ancillary to architectural and mechanical renovations or demolition and redevelopment in educational facilities, primarily K-12. With this in mind, our survey methodologies and survey products are geared to allow easy transition to the material abatement design and bidding document phase. Ultimately, we know that the materials identified in our survey will need to be dealt with during renovation and construction activities. Accuracy and thoroughness at the survey and investigation phase is crucial to the construction phase.

When projects enter into the design phase and ultimately construction phase, it is of the utmost importance to have thorough and complete documents for bidding. The extra effort placed on the pre-renovation survey and planning with the design team ultimately reduces overall construction costs and potential for change orders, delays, and sometimes unanticipated conditions. In effect, it results in the best possible service for the owner both financially and with respect to execution. Our experience, knowledge, processes with an architectural design team, and commitment to the building owner is considered to be our specialty.

Sustainable Design and LEED Accredited Design

B&L is a member of the U.S. Green Building Council (USGBC) and has experience with the Leadership in Energy and Environmental Design (LEED) program. Our team includes numerous LEED-accredited design professionals who are committed to the principles of sustainable design. We have participated in the design of LEED-certified projects, achieving energy conservation and efficient building performance through sustainable design practices.

The use of LEED green building design strategies not only improves the energy performance and occupant comfort within a building, but it is incorporated into many of our site designs for reduced water usage, habitat preservation, reduced waste disposal, and redevelopment of Brownfield sites. We incorporate the use of natural day-lighting, renewable energies, energy efficient equipment and lighting, recycled materials, and sustainable construction into our designs wherever possible. Throughout every project design, B&L recognizes the importance of incorporating innovative and progressive technologies, as well as sustainable design principles within the design of new and improved facilities. As a provider of LEED-based design solutions, we assist our clients in accomplishing alternative approaches in implementing creative technologies on our facility designs.

Firm Experience



St. John Fisher College Rochester, NY

The project included the survey and assessment of numerous campus structures encompassing approximately 700,000 SF of building space for asbestos. The project included the review and incorporation and assimilation of two decades of miscellaneous survey information into a comprehensive user friendly survey for the campus to use for future planning purposes. The services included cost estimates for work in each building and drawings illustrating extent and location of asbestos.

Contact:

Mr. Ronald Ange
Department of Safety & Security
St. John Fisher College
3690 East Ave
Rochester, NY 14618
585-385-7319
Email: ange@sjfc.edu

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Utica College Utica, NY

The project included the survey and assessment of approximately 37 on-campus and off-campus buildings for asbestos. The approximate square footage of buildings encompassed 750,000 SF of various college facilities. The purpose of the survey was to be able to approximate the extent of asbestos containing materials associated with the structures under the responsibility of the college. The probable cost generated by B&L was used for the college's financial planning and budgeting for future work.

Contact:

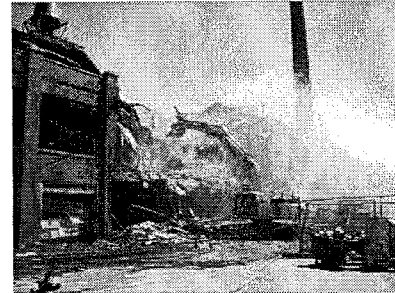
Mr. R. Barry White
Vice President & Treasurer
Utica College
1600 Burrstone Road
Utica, NY 13502
315-422-8284
Email: rwhite@utica.edu

Firm Experience



Hancock Field Development Corporation Syracuse, NY

The project included the comprehensive survey and assessment of 34 buildings for asbestos, lead-based paint (LBP), PCBs, and other hazardous materials. Once environmental issues were identified, B&L staff developed detailed bid specifications and drawings for their removal, building demolition, and site clearance. B&L also provided project monitoring/air sampling during all abatement and provided oversight during building demolition and site restoration.



HFDC was able to realize complete removal and site restoration of 34 buildings within their budget. Original estimates and planning identified that a significantly lower number of buildings could be abated and raised. This project was executed on behalf of the U.S. Department of Commerce Economic Development Administration through HFDC.

Contact:

Lori Dietz, P.E., Executive Director
Hancock Field Development Corporation
572 South Salina Street
Syracuse, NY 13202
315-422-8284
Email: ldietz@mda-cny.com

Industrial Hygiene, Asbestos, Lead-Based Paint and Miscellaneous Environmental Services-Rochester, NY

B&L is retained by the City of Rochester to provide general industrial hygiene, asbestos, lead-based paint, and miscellaneous environmental services for the Office of Community Development under a term contract.

Services have included pre-demolition inspections, hazardous building material removal design and building demolition, and construction monitoring services during removal and demolition. Pre-demolition inspections include extensive sampling of suspect materials, locating and documenting the extent of ACM, and review of the subject properties for other environmental hazards. A comprehensive survey report is provided to the City for each property for solicitation of asbestos removal and demolition bids and regulatory filing.

Services for the City have also included pre-demolition surveys for asbestos containing materials (ACMs) in approximately 400 residential, commercial properties, and abandoned industrial structures that have fallen into the possession of the City. B&L's

Firm Experience



Industrial Hygiene personnel provided the City with industrial hygiene, asbestos, lead-based paint, and miscellaneous environmental services for the Office of Community Development for approximately 11 to 12 years previous to their tenure at B&L. In excess of 2,000 pre-demolition surveys for ACMs for similar structures were provided.

Our continued relationship with the City of Rochester has been based on sustained performance, overall cost efficiency per structure, and productivity. The survey protocol and report format for the City of Rochester was developed by B&L personnel in collaboration with representatives of the City. It was developed to meet and exceed regulatory requirements and provide the added value necessary for the execution of required material removals and demolition. The survey methodologies, procedures, and survey products reinforce accuracy and thoroughness.

Contact:

Curt Colombo, Manager of Contract Services
City of Rochester
City Hall – Room 028B
30 Church Street
Rochester, NY 14614
585-428-6922
Email: colomboc@cityofrochester.gov

Pre-Demolition Services, Eastman Kodak Company, Rochester, NY

Barton & Loguidice was retained by LeChase Construction Solutions, LLC and V. Weis Construction Solutions, LLC on behalf of the Eastman Kodak Company to conduct pre-demolition asbestos containing material surveys of Buildings 50, 65, 67, and 69 in the Kodak Park in Rochester, NY. The buildings were a former manufacturing facility and consisted of approximately 2,000,000 SF of floor space. The surveys were conducted by B&L personnel and included all accessible areas of the building interior spaces, exterior, and roofs.

The purpose of the asbestos surveys were to identify and locate ACMs within the buildings to assist in the abatement prior to building demolition. Knowledge of ACM locations and quantities provided abatement and demolition contractors' information vital to project bidding and abatement scheduling. B&L survey information and AutoCAD drawings were instrumental components of the design specifications for the referenced buildings which encompassed over \$25M in asbestos abatement and demolition.

Firm Experience



The surveys included a comprehensive review of the facilities, extensive sampling, including core sampling of floor slabs, roof decks, and walls for concealed materials. B&L provided survey reports including material sampling summary, space-by-space ACM inventory, and AutoCAD drawings illustrating location of samples, extent of ACMs, and other pertinent information regarding the specialized sampling performed for Kodak. B&L performed labeling services of all ACMs and non-ACMs within the building.

Contact:

Darren Yehl
LeChase Construction
300 Trolley Boulevard
Rochester, NY 14606
585-722-2241
Email: colomboc@cityofrochester.gov

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**Margaret Scott Bundy Field House - Sports Floor Removal and Replacement,
Hamilton College, Clinton, NY**

Provided investigation, sampling, project removal work plan/design, and construction monitoring/oversight for the removal and disposal of 55,000 square feet of mercury containing flooring system in the Field House

Contact:

Brian Hansen, Director of Environmental Protection
and Safety
Hamilton College
198 College Hill Road
Clinton, NY 13323
315-859-4647
Email: bhansen@hamilton.edu

Firm Experience



Hamilton College Asbestos Consulting Services - Numerous Buildings

B&L has provided comprehensive asbestos and hazardous building services in virtually all of the college buildings on this campus. Our work has included provision of investigation, sampling, provision of design documents, bidding assistance, and construction services (project and air monitoring) during hazardous building material removal. We have worked in academic, residential, and administrative facilities at Hamilton College.

Contacts:

William Huggins, Associate Director of Physical Plant
Hamilton College
198 College Hill Road
Clinton, NY 13323
315-859-4500
Email: whuggins@hamilton.edu

Brian Hansen, Director of Environmental Protection
and Safety
Hamilton College
198 College Hill Road
Clinton, NY 13323
315-859-4647
Email: bhansen@hamilton.edu

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Cornell University, Ithaca, NY

The project included the campus-wide survey and assessment of approximately 338 campus structures asbestos. The survey encompassed several million square feet of building space. The survey was completed in conjunction with Cornell proprietary survey software by our staff over the course of several months. Field services, data assimilation, report preparation, sampling diagrams, and material location drawings were developed by our staff.

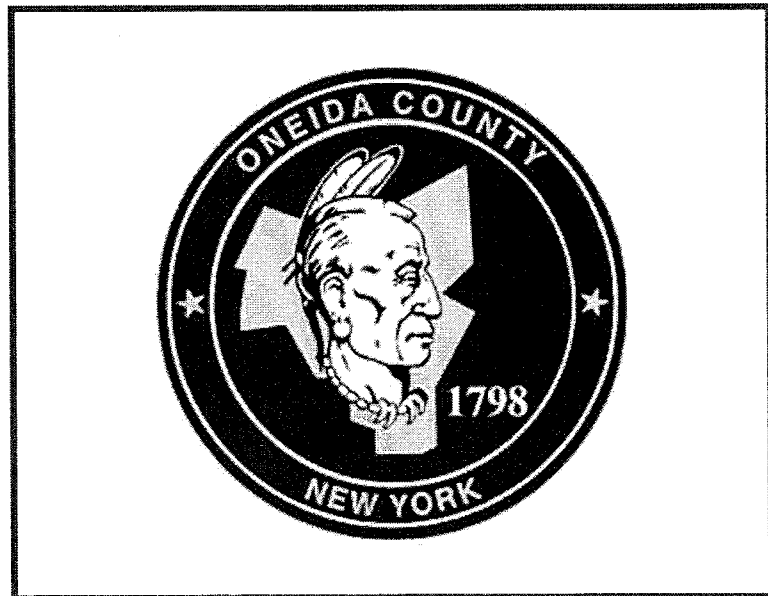
Note – Project was completed by John Rigge as Project Manager and Ronald Thorp with previous employer along with numerous other projects at Cornell University through Planning Design and Construction, Maintenance Management, and Environmental Health and Offices.

Contact:

Robert Stundtner, Director of Project Management
Cornell University
Humphreys Service Building
Ithaca, NY 14853
315-859-4647
Email: rps2@cornell.edu



References

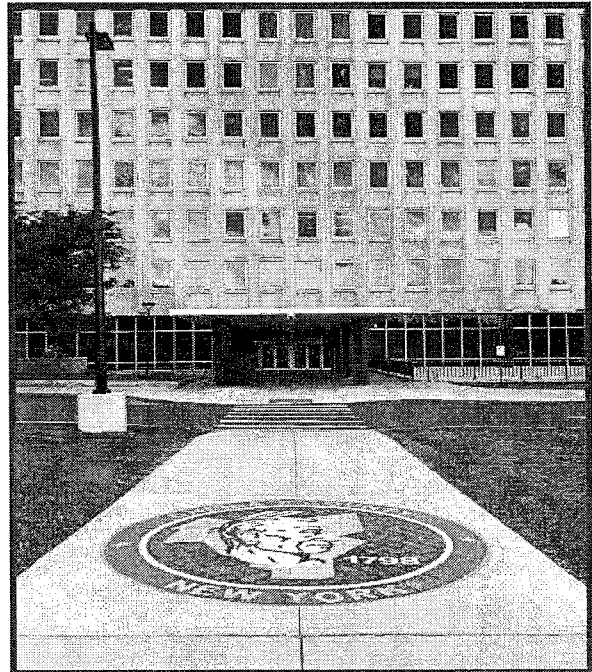


References

Mr. Michael McHarris
Director of Facilities & Operations
Mohawk Valley Community College
1101 Sherman Drive
Utica, NY 13501
PH: 315.792.5489
mmcharris@mvcc.edu

Mr. William Huggins
Associate Director, Building Services
Hamilton College
198 College Hill Road
Clinton, NY 13323
PH: 315.859.4177
whuggins@hamilton.edu

Mr. Steve Dimeo
President
Mohawk Valley EDGE
584 Phoenix Drive
Rome, NY 13441
PH: 315.338.0393
sdimeo@mvedge.org

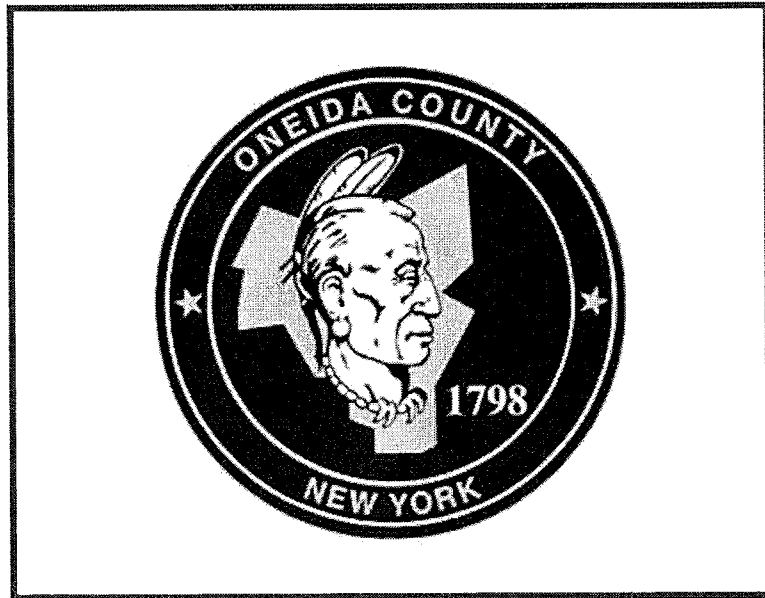


Oneida County Office Building





Proposed Schedule



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SSOCIATES



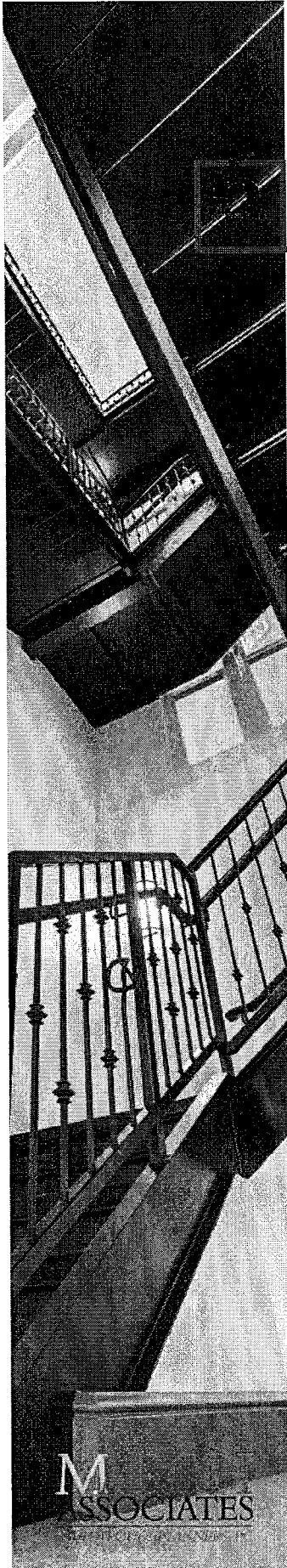
Proposed Schedule

The following is a preliminary project schedule that outlines the work.

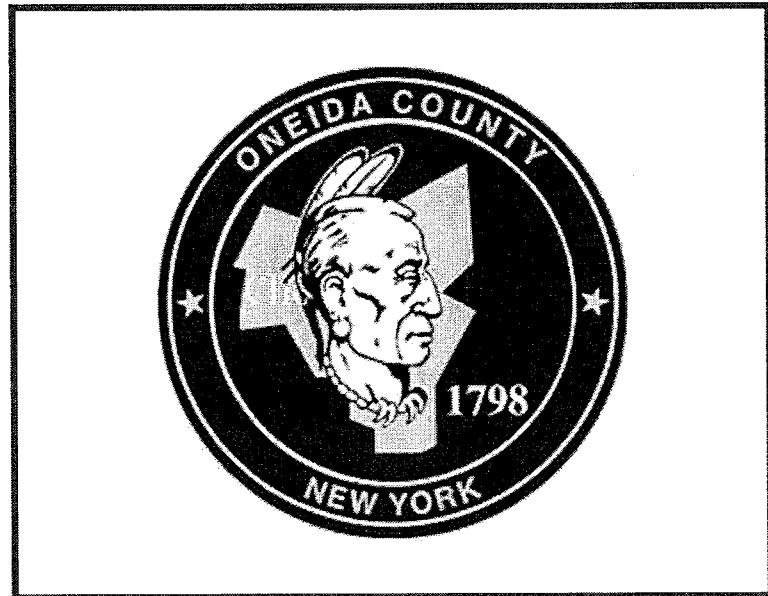
We would suggest that the schedule be finalized with the County after award of the contract. The schedule can also be modified to address any milestones desired by the County.

Submit Proposal	03/06/20
Notice to Proceed	03/23/20
Kick-Off Meeting	03/25/20
Field Work & Preliminary Design (All Projects)	03/25/20 - 05/15/20
Review Meeting with OCDPW	05/20/20
Finalize Bid Documents (All Projects)	05/20/20 - 05/27/20
<u>Bid Phase (excluding Union Station)</u>	06/01/20 - 06/18/20
Contract Review & Award	06/22/20 - 08/03/20
Submittal Phase	08/03/20 - 08/24/20
Construction Phase (12 weeks)	08/03/20 - 10/26/20
Post Construction Phase	10/26/20 - 11/09/20
<u>SHPO - Review & Approval (4 weeks)</u>	06/01/20 - 06/29/20
<u>Bid Phase - Union Station</u>	07/06/20 - 07/23/20
Contract Review & Award	07/27/20 - 09/07/20
Submittal Phase	09/14/20 - 10/05/20
Construction Phase (12 weeks)	09/14/20 - 12/18/20
Post Construction Phase	12/18/20 - 12/31/20

MARCH
ASSOCIATES



Insurances



M
SSOCIATES



Insurances

MARCH Associates currently carries Professional Liability Insurance from PLB&C with a \$5,000,000 aggregate limit. This policy also contains expanded pollution endorsement and self-insurances retention of \$20,000.

Our General Liability coverages are indicated below:

- \$2,000,000 per Claim, Limit of Liability
- \$4,000,000 Aggregate Limit of Liability
- \$2,000,000 Umbrella

A copy of our Insurance Certificate follows.

General Liability

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)
03/04/2019

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

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

PRODUCER THE BURNS AGENCY (PHS) 61310595 The Hartford Business Service Center 3600 Wisconsin Blvd San Antonio, TX 78265	CONTACT NAME: PHONE: (866) 487-3730 FAX: (866) 443-6112 (A/C. No. Fax) (A/C. No.) E-MAIL: ADDRESS:																					
INSURED MARCH ASSOCIATES ARCHITECTS & PLANNERS PC 256 GENESEE ST STE 303 UTICA NY 13502-4630	INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>INSURER A:</th> <th>NAME</th> <th>NAIC#</th> </tr> <tr> <td>Harford Ins Co of the Midwest</td> <td></td> <td>37473</td> </tr> <tr> <td>Property & Casualty Ins Co. of Hartford</td> <td></td> <td>34690</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER A:	NAME	NAIC#	Harford Ins Co of the Midwest		37473	Property & Casualty Ins Co. of Hartford		34690	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER A:	NAME	NAIC#																				
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Property & Casualty Ins Co. of Hartford		34690																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

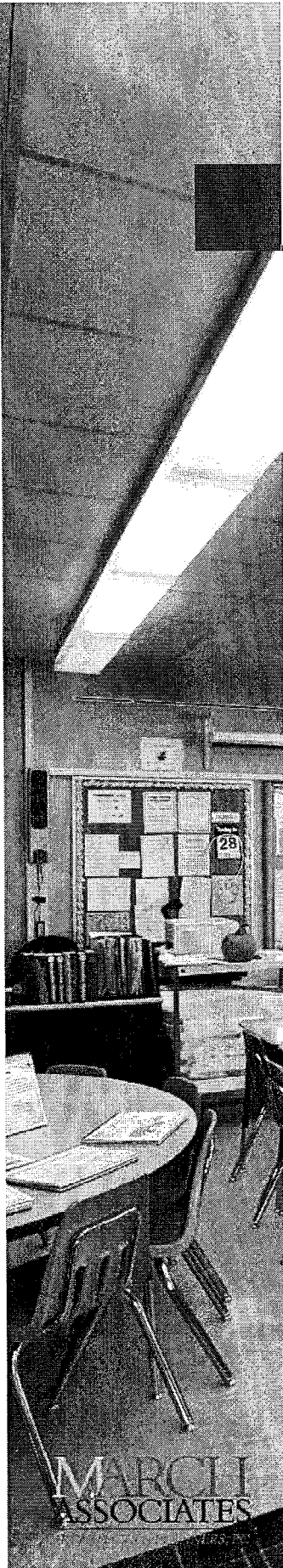
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED AND WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	CLASS	CLASS	CLASS	CLASS	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LINE	TYPE OF INSURANCE	INSR.	W/O	INSR.	W/O		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	COMMERCIAL GENERAL LIABILITY CLASSIFICATION: <input checked="" type="checkbox"/> OTHER General Liability					01 SBA AM7017	04/02/2019	04/02/2020	EACH OCCURRENCE DAMAGES TO REALTY CRIMINAL INFLAMMATION MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
									\$2,000,000 \$500,000 \$10,000 \$2,000,000 \$4,000,000 \$4,000,000
A	GEN'L-AGGREGATE LIMIT/APPLIC PER POLICY <input checked="" type="checkbox"/> PERL <input type="checkbox"/> LOC								
A	COMMERCIAL AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> PERD <input checked="" type="checkbox"/> AUTOS SOLE/USED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					01 SBA AM7017	04/02/2019	04/02/2020	COMBINED SINGLE LIMIT (Bodily Injury) BODILY INJURY (Per person) BODILY INJURY (Per household) PROPERTY DAMAGE (By accident)
									\$2,000,000
A	UMBRELLA LIAB EXCESS LIAB					01 SBA AM7017	04/02/2019	04/02/2020	EACH OCCURRENCE AGGREGATE
									\$2,000,000 \$2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY W/C PROPERTY DAMAGE/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NY) Even describe under DESCRIPTION OF OPERATIONS below			Y/N	N/A	01 WEC DQ1483	04/02/2019	04/02/2020	X PER LIABILITY E.L. DISEASE/ACCIDENT E.L. DISEASE (B/M/PT/ST) E.L. DISEASE - POLICY/LIMIT
									\$1,000,000 \$1,000,000 \$1,000,000
A	EMPLOYMENT PRACTICES LIABILITY					01 SBA AM7017	04/02/2019	04/02/2020	Each Claim Limit Aggregate Limit
									\$500,000 \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)
 Those equal to the Insured's Operations. RE: Architectural Firm. Certificate Holder is an Additional Insured per the Business Liability Coverage Form SS00008 attached to the policy.

CERTIFICATE HOLDER County of Oneida & Department of Public Works C/o Commissioner of Finance 800 PARK AVE UTICA NY 13501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Cesar A. Castaneda
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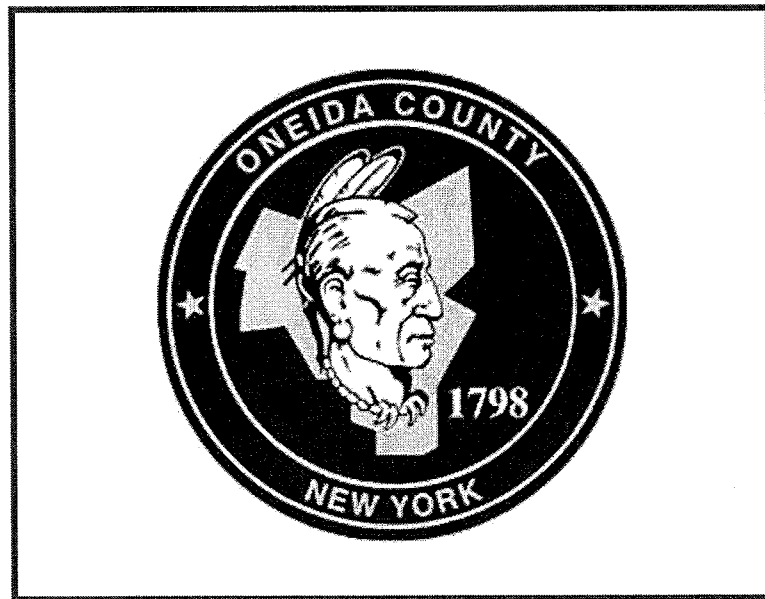
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MARCH ASSOCIATES



Exhibits



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SSOCIATES
ESTABLISHED 1988



Proposal / Certifications

ATTACHED:

EXHIBIT A - Non Collusion Certification

EXHIBIT B - Iran Divestment Act - Certification

EXHIBIT C - Recycling and Solid Waste Management Certification

EXHIBIT D - Statement on Sexual Harassment in Accordance with NYS Law

EXHIBIT E - Fee Proposal Form

MARCH
ASSOCIATES

**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.

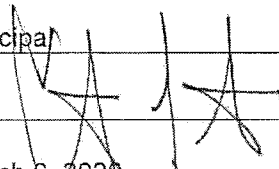
Submitted By

MARCH Associates, Architects & Planners, PC

(Legal Name of Person, Firm or Corporation)

Name: Christopher J. Crolius, AIA

Title: Principal

Signature: 

Date: March 6, 2020

(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

MARCH Associates, Architects & Planners, PC
(Legal Name of Person, Firm or Corporation)

Name: Christopher J. Crolius, AIA

Title: Principal

Signature: 

Date: March 6, 2020

(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

MARCH Associates, Architects & Planners, PC
(Legal Name of Person, Firm or Corporation)

Name: Christopher J. Crolius, AIA

Title: Principal

Signature: 

Date: March 6, 2020

(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

MARCH Associates, Architects & Planners, PC
(Legal Name of Person, Firm or Corporation)

Name: Christopher J. Crolus, AIA

Title: Principal

Signature: 

Date: March 6, 2020

(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		
1	\$52,400	Lump Sum Fee * Includes ACM Survey &
2.1	\$100.0	Hourly Rate, Inspector
2.2	\$100.0	Hourly Rate, Designer
2.3	\$65.0	Hourly Rate, Clerical
2.4	\$12.0	Each, PLM Sample
2.5	\$20.0	Each, PLM (NOB) Sample
2.6	\$35.0	Each, TEM (NOB) Sample
2.7	\$15.0	Each, TEM Sample
3.1	\$59.0	Hourly Rate, Project Monitor
3.2	\$69.0	Overtime Hourly Rate, Project Monitor
3.3	\$20.0	Each, PCM Air Sample*
3.4	\$35.0	Each, TEM Air Sample*
*- Unit price shall include all labor, equipment, materials, testing, and reporting.		

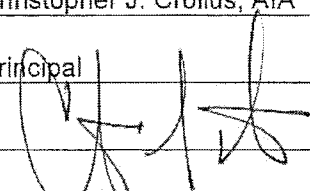
By signing below I hereby certify that I have the authority to offer this proposal to the County of Oneida for the above listed individual or company. I certify that I have the authority to bind myself/this company in an Agreement should I be successful in my proposal.

Submitted By

MARCH Associates, Architects & Planners, PC
(Legal Name of Person, Firm or Corporation)

Name: Christopher J. Crolius, AIA

Title: Principal

Signature: 

Date: March 6, 2020

(SIGN AND RETURN WITH PROPOSAL)

NOTE: Add \$4,500 (for SPDES) to our Lump Sum Fee, if sitework disturbance at OCCF exceeds one acre.

ASSUMPTION: If additional topographic

Hourly Rate Schedule

HOURLY BILLING RATES - 2020

MARCH Associates

Principal	\$200.00
Consulting Architect	\$130.00
Associates	\$120.00
Senior Designer	\$100.00
Designer I	\$75.00
Designer II	\$65.00
Administrative	\$65.00

Appel Osborne

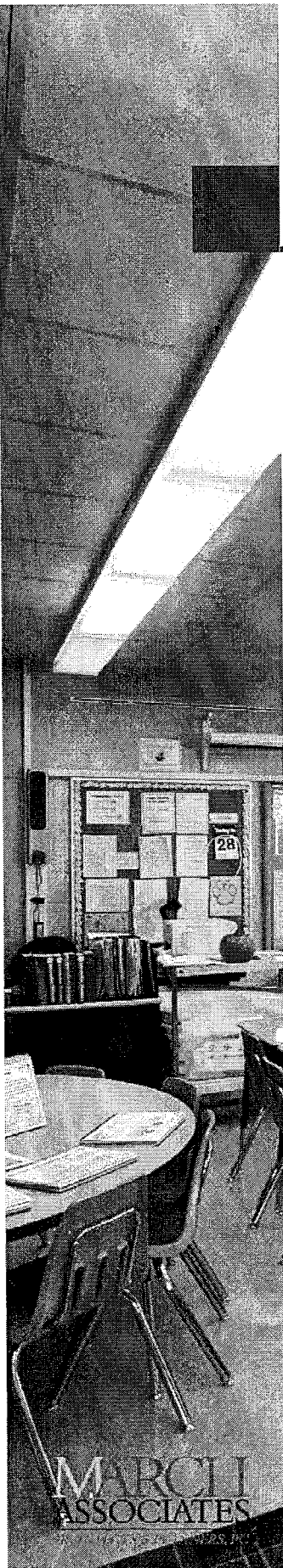
Partners-In-Charge	\$145.00
Consulting Engineer	\$145.00
Associates/ Licensed Project Managers	\$95.00
Project Managers	\$85.00
Project Designers	\$70.00
Office Management/Marketing Manager	\$65.00
Administrative Assistant	\$50.00

Towne Engineering

Principal	\$170.00
Designer I	\$140.00
Designer II	\$80.00
Administrative	\$50.00

Barton & Loguidice

Senior Vice President	\$217.00
Vice President	\$207.00
Sr. Managing Industrial Hygienist	\$152.00
Staff Industrial Hygienist	\$98.00
Industrial Hygienist III	\$94.00
Industrial Hygienist II	\$74.00
Industrial Hygienist I	\$69.00
Sr. CADD Designer	\$72.00
CADD Designer	\$62.00
Engineering Aide	\$68.00
Group Technical Assistant	\$52.00





ONEIDA COUNTY DIVISION OF BUDGET

ANTHONY J. PICENTE, JR.
County Executive

Thomas B. Keeler
Budget Director
TKeeler@ocgov.net

April 20, 2020

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

FN 20 20-220

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive,


Oneida County has been notified of the award of program funding to support the improved quality of representation and services from NYS Office of Indigent Legal Services (OILS). This award is for the three year distribution of funds for program support. Funds will provide services through the office of the Public Defender – Criminal Division and the Office of the Civil Defender. This is the tenth distribution of this type from New York State and will be a continuation of NYS OILS Distribution #7.

This grant award is for the period of three years, beginning January 1, 2020 through December 31, 2022. Funding is \$179,382 for each of the three years, with a total grant award of \$538,146. There is no County match required for this grant.

At this time, I respectfully request your approval of this award, and if you agree, please forward to the Board of Legislators for action at the next regularly scheduled meeting.

Thank you for your consideration.

Sincerely,


Thomas B. Keeler
Budget Director

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


Anthony J. Picente, Jr.
County Executive

Date 5-28-20

Oneida Co. Department: Budget

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	<u> X </u>

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

NYS Office of Indigent Legal Services
A.E. Smith Building, 11th Floor
80 S. Swan Street
Albany, New York 12210

Title of Activity or Service:

Indigent Defense Services

Proposed Dates of Operation:

January 1, 2020 to December 31, 2022

Client Population/Number to be Served:

Oneida County residents

Summary Statements

- 1) Narrative Description of Proposed Services:** This three-year award is granted for support for annual program initiatives in this state-mandated plan to provide legal representation for indigent parties.
- 2) Program/Service Objectives and Outcomes:** Funds will be distributed to the Public Defender offices (Criminal and Civil) to support staff expenses.
- 3) Program Design and Staffing:** N/A

Total Funding Requested: \$538,146.00

Account # AA1170, AA1173

Oneida County Dept. Funding Recommendation: \$538,146.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This is Distribution #10, which renews Distribution #7.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210</p>	<p>BUSINESS UNIT/DEPT. ID: OLS01 1350200</p> <p>CONTRACT NUMBER: C100030</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Oneida, County of</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Distribution #10</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: 15-6000460 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally funded grants only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Oneida County Office of the Public Defender 250 Boehlert Center at Union Station 321 Main Street Utica, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>Oneida County Division of Budget 800 Park Avenue Utica, NY 13501-2926</p> <p>CONTRACTOR MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: 300100000000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: From: January 1, 2020 To: December 31, 2022</p> <p>CURRENT CONTRACT PERIOD:</p> <p>AMENDED TERM: From: To:</p> <p>AMENDED PERIOD: From: To:</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i></p> <p>CURRENT: \$538,146.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S):</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
---	--

FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
 (Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A: A-1 Program-Specific Terms and Conditions
- A-2 Federally Funded Grants and Requirement Mandated by Federal Laws
- Attachment B: B-1 Expenditure Based Budget B-2 Performance Based Budget
- B-3 Capital Budget B-4-Net Deficit Budget
- B-1(A) Expenditure Based Budget (Amendment)
- B-2(A) Performance Based Budget (Amendment)
- B-3(A) Capital Budget (Amendment)
- B-4(A) Net Deficit Budget (Amendment)
- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other:

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

STATE AGENCY:

NYS Office of Indigent Legal Services

By: _____

By: _____

Printed Name

Printed Name

Title: _____

Title: Director – Office of Indigent Legal Services

Date: _____

Date: _____

STATE OF NEW YORK

County of _____

On the _____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Contract Number: C100030

Page 1 of 1

Master Contract for Grants, Signature Page

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

- A. Executory Clause:** In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.
- B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. 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 e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior 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 receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. 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 any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor 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 or her knowledge and belief 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 State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent

³ As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. **Term:** The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. **Renewal:**

1. **General Renewal:** The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. **Renewal Notice to Not-for-Profit Contractors:**

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations:*

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The 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 tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

Contract Number: C100030

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1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
- (ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
- (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
- (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.
- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor

agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall 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 the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, 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 the 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 or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission 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 the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may 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:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. **Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) 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, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first

submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to 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 and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. 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 the Master 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 the Master 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 the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess

of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and

women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

- a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and womenowned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.
2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:
 - a) to require updates or clarifications to the Questionnaire upon written request;
 - b) to inquire about information included in or required information omitted from the Questionnaire;
 - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
 - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
 - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees

to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

⁹ Not applicable to not-for-profit entities.

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 condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

ATTACHMENT A-1

PROGRAM SPECIFIC TERMS AND CONDITIONS

DISTRIBUTION #10

I. Notices

All written notices made pursuant to this Agreement shall be delivered to the addresses set forth below.

Notification to the Office of Indigent Legal Services (ILS):

Office of Indigent Legal Services
A. E. Smith Office Building, 11th Floor
80 South Swan Street
Albany, NY 12210

Notification to County:

Thomas B. Keeler
Budget Director
Oneida County
800 Park Avenue
Utica, NY 13501
(315) 798-5805
tkeeler@ocgov.net

II. Supplanting Funds

The amounts paid to County by ILS pursuant to this Agreement shall be used to supplement and not supplant any local funds, as defined in paragraph (c) of subdivision 2 of section 98-b of the State Finance Law, which such County would otherwise have had to expend for the provision of counsel and expert, investigative and other services pursuant to article eighteen-B of the County Law. In the event funds are used to supplant local funds, such funds actually provided by ILS shall be returned to ILS by County.

ATTACHMENT B-1

BUDGET

**Office of Indigent Legal Services
DISTRIBUTION #10
January 1, 2020 - December 31, 2022**

COUNTY OF ONEIDA

Total Contract Amount: \$538,146.00

Budget Expenditure Item	Year 1 1/1/20 - 12/31/20	Year 2 1/1/21 - 12/31/21	Year 3 1/1/22 - 12/31/22
Personnel:			
Assistant Public Defender I (Criminal) - Salary	\$76,498.00	\$80,883.00	\$82,884.00
Assistant Public Defender I (Civil) - Salary	\$84,886.00	\$87,604.00	\$90,413.00
Fringe Benefits above positions	\$17,998.00	\$10,895.00	\$6,085.00
Subtotal Personnel	\$179,382.00	\$179,382.00	\$179,382.00
TOTAL	\$179,382.00	\$179,382.00	\$179,382.00
THREE-YEAR TOTAL	\$538,146.00		

ATTACHMENT C
WORK PLAN
OFFICE OF INDIGENT LEGAL SERVICES
DISTRIBUTION #10
JANUARY 1, 2020 – DECEMBER 31, 2022
COUNTY OF ONEIDA

Goal: To improve the quality of services provided under Article 18-B of the County Law.

Task #1

Provide funding for the salary and fringe benefits for the Assistant Public Defender I (Criminal) position to provide representation of criminal defendants facing charges in Rome City Court.

Performance Measure:

- Reduction of caseloads of Public Defender Office criminal attorneys, thereby increasing the quality of representation and better access to their attorneys for Rome City Court clients
- Greater availability of public defenders in Rome City Court improves scheduling, flexibility, and efficiency

Program Location:

- Office of the Public Defender, Oneida County

Task #2

Provide funding for the salary and fringe benefits of the Assistant Public Defender I (Civil) position to provide representation for clients in Utica and Rome Family Court cases.

Performance Measure:

- Reduction of caseloads of Public Defender Office Family Court attorneys, thereby increasing the quality of representation and better access to their attorneys for Utica and Rome City Family Court clients
- Number of Family Court clients who receive representation

Program Location:

- Office of the Public Defender, Oneida County

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

DISTRIBUTION #10 GRANT

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, if requested in writing by Contractor, during the initial period, in the amount of twenty-five percent (25%) of the first-year budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. The State Agency will make an initial payment to the Contractor in the amount of _____ percent (____%) of the annual first-year budget as set forth in the most recently approved applicable Attachment B form (Budget). This payment will be no later than _____ days from the beginning of the budget period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: n/a Amount: n/a Due Date: n/a

Period: n/a Amount: n/a Due Date: n/a

Period: n/a Amount: n/a Due Date: n/a

Period: n/a Amount: n/a Due Date: n/a

4. Recoupment of any advance payment(s) or initial payment(s) (3) shall be recovered by crediting (100%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (select applicable frequency):

Quarterly Reimbursement

Due Date: Thirty (30) days from the end of each contract quarter, as follows:

1st Quarter: January 1st – March 31st

2nd Quarter: April 1st – June 30th

3rd Quarter: July 1st – September 30th

4th Quarter: October 1st – December 31st

Monthly Reimbursement

Due Date: _____

Biannual Reimbursement

Due Date: _____

Fee for Service Reimbursement

Due Date: _____

Rate Based Reimbursement

Due Date: _____

Fifth Quarter Reimbursement

Due Date: _____

Milestone/Performance Reimbursement

Due Date/Frequency: _____

Scheduled Reimbursement

Due Date/Frequency: _____

Interim Reimbursement as Requested by Contractor _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than ____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than ____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

Expenditure Report

The Contractor will submit, on a quarterly basis, not later than thirty (30) days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

Final Report

The Contractors will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than ninety (90) days after the end of the contract period.

Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with this final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by the Office of Alcoholism & Substance Abuse Services, Office of Mental Health, Office for People with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
<p align="center">#1</p> <p><i>(Refer to Attachment D. II. C. "Other Reports")</i></p>	<p align="center">First year of grant</p> <p><i>(Refer to Attachment C, Work Plan)</i></p>	<p align="center">90 days following end of first year</p>
<p align="center">#2</p> <p><i>(Refer to Attachment D. II. C. "Other Reports")</i></p>	<p align="center">Second year of grant</p> <p><i>(Refer to Attachment C, Work Plan)</i></p>	<p align="center">90 days following end of second year</p>
<p align="center">#3</p> <p><i>(Refer to Attachment D. II. C. "Other Reports")</i></p>	<p align="center">Third year of grant</p> <p><i>(Refer to Attachment C, Work Plan)</i></p>	<p align="center">90 days following end of third year</p>

III. SPECIAL PAYMENT AND REPORTING PROVISIONS:



ONEIDA COUNTY DIVISION OF BUDGET

ANTHONY J. PICENTE, JR.
County Executive

Thomas B. Keeler
Budget Director
TKeeler@ocgov.net

May 14, 2020

FN 20 20-221

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive,

Oneida County has been notified of an extension of time to spend down the Office of Indigent Legal Services award for program funding to support the improved quality of representation and services. This award is extending the three year distribution of funds for program support. Funds will provide services through the office of the Public Defender – Criminal Division and Civil Division. This is an extension to spend the fifth of this type from New York State.

This grant award is approved to be extended and recoup cost incurred in the six month period of January 2019 through June 30, 2019.

At this time, I respectfully request your approval of this award extension, and if you agree, please forward to the Board of Legislators for action at the next regularly scheduled meeting.

Thank you for your consideration.

Sincerely,

Thomas B. Keeler
Budget Director

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

Anthony J. Picente, Jr.
County Executive

Date 5-28-20

Oneida Co. Department: Budget

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

NYS Office of Indigent Legal Services
A.E. Smith Building, 29th Floor
80 South Swan Street
Albany, New York 12210

Title of Activity or Service:

Indigent Defense Services

Proposed Dates of Operation:

January 1, 2019 to June 30, 2019

Client Population/Number to be Served:

Oneida County residents

Summary Statements

1) Narrative Description of Proposed Services

This extension to an existing grant is allocated for support for services in this state-mandated plan to provide legal representation for indigent parties.

2) Program/Service Objectives and Outcomes:

Funds will be distributed to the Public Defender offices (Criminal and Civil) and to the Supplemental Assigned Counsel Program.

3) Program Design and Staffing: N/A

Total Funding Requested: \$1,076,292.00

Account # AA1170, AA1171, AA1173

Oneida County Dept. Funding Recommendation: \$1,076,292.00

Proposed Funding Sources (Federal \$/ State \$/County \$): Both State and County. The County receives the above state support for these mandated services through the award of three-year grants. County funds provide any additional operating expense

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This is designated as NYS OILS Distribution #5.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210</p>	<p>BUSINESS UNIT/DEPT. ID: OLS01 1350200</p> <p>CONTRACT NUMBER: C000730</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Oneida, County of</p>	<p>TRANSACTION TYPE:</p> <p><input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Distribution #5</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: 15-6000460 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally funded grants only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Oneida County Office of the Public Defender 250 Boehlert Center at Union Station 321 Main Street Utica, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>Oneida County Division of Budget 800 Park Avenue Utica, NY 13501-2926</p> <p>CONTRACTOR MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: 3001000000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: January 1, 2015 To: December 31, 2018</p> <p>CURRENT CONTRACT PERIOD:</p> <p>AMENDED TERM:</p> <p>From: January 1, 2015 To: June 30, 2019</p> <p>AMENDED PERIOD:</p> <p>From: January 1, 2019 To: June 30, 2019</p>	<p>CONTRACT FUNDING AMOUNT (<i>Multi-year</i> – enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> – enter current period amount):</p> <p>CURRENT: \$1,076,292.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S):</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A: A-1 Program-Specific Terms and Conditions
- A-2 Federally Funded Grants and Requirement Mandated by Federal Laws
- Attachment B: B-1 Expenditure Based Budget B-2 Performance Based Budget
- B-3 Capital Budget B-4-Net Deficit Budget
- B-1(A) Expenditure Based Budget (Amendment)
- B-2(A) Performance Based Budget (Amendment)
- B-3(A) Capital Budget (Amendment)
- B-4(A) Net Deficit Budget (Amendment)
-
- Attachment C: Work Plan
-
- Attachment D: Payment and Reporting Schedule
-
- Other:

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

STATE AGENCY:

NYS Office of Indigent Legal Services

By: _____

By: _____

Printed Name

William J. Leahy

Printed Name

Title: _____

Title: Director-Office of Indigent Legal Services

Date: _____

Date: _____

STATE OF NEW YORK

County of _____

On the _____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

(N/A)

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____



ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER

ANTHONY J. PICENTE, JR.
County Executive

EDWARD T. STEVENS
Director

120 Base Road + Oriskany, New York 13424
Phone: (315) 765-2526 • Fax: (315) 765-2529

FN 20 20-222

May 19, 2020

PUBLIC SAFETY

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

WAYS & MEANS

Dear County Executive Picente,

The Department of Emergency Services requests to enter into a renewal of our maintenance agreement with Tritech Software Systems from January 1, 2020 through December 31, 2020. The maintenance agreement will provide access to the customer call center for product support 24 hours per day, 7 days per week, and provides both on-site and remote diagnostic capabilities. The cost of this maintenance agreement will be \$110,445.30 and will be supported with County dollars.

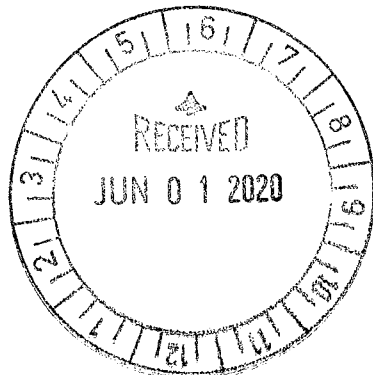
If you find this agreement acceptable, I respectfully request that you forward the same to the Board of Legislators for review.

If I can be of further assistance, please feel free to contact me.

Sincerely

Edward T. Stevens
Director of Emergency Services

mle



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

Anthony J. Picente, Jr.
County Executive
Date 5-29-20

Oneida Co. Department Emergency Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: TriTech Software Systems
1000 Business Center Drive
Lake Mary, Florida 32746

Title of Activity or Services: Annual Maintenance Agreement

Proposed Dates of Operations: 1/1/2020 – 12/31/2020

Client Population/Number to be Served: 911 Dispatchers/Oneida County Residents

SUMMARY STATEMENTS

1) **Narrative Description of Proposed Services:** TriTech will provide updates and annual maintenance to the Computer Aided Dispatch (CAD) system, the ProQA Interface client license, 24/7 access to their customer call center for product support, and access to the help desk.

2) **Program/Service Objectives and Outcomes:** To provide on-site and remote diagnostic capabilities for the CAD system.

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

Total Funding Requested: \$110,445.30

Account: 3020.493

Oneida County Dept. Funding Recommendation: \$110,445.30

Proposed Funding Source (Federal \$ /State \$ / County \$): County \$

Cost Per Client Served: N/A

Past performance Served: N/A

O.C. Department Staff Comments: This Department has utilized TriTech (formerly Tiburon) for maintenance of their CAD system for many years and is pleased with their support.

2020 Software Support Renewal Agreement

This 2020 Software Support Renewal Agreement (the "2020 Software Support Renewal Agreement") is made and entered into by and between TriTech Software Systems, a California foreign business corporation, with principal offices located at 1000 Business Center Drive, Lake Mary, Florida 32746 (hereinafter referred to as "Contractor"), and Oneida County, a municipal corporation organized and existing pursuant to the laws of the State of New York, located at 800 Park Avenue, Utica, New York 13501, by and through its Department of Emergency Services (hereinafter collectively referred to as the "County"). Contractor and County are each individually referred to as a "Party" and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the County and Contractor entered into a Master Subscription Agreement whereby Contractor provides Computer Aided Dispatch ("CAD") services to the County, hereinafter referred to as the "Original Agreement" (County Contract No. 014904), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the County and the Contractor entered into an Amendment to the Original Agreement to delete certain services and add services for data conversion (County Contract No. 19318), a copy of which is attached hereto as Exhibit B; and

WHEREAS, the County and the Contractor entered into renewal agreements for continued maintenance services for the CAD system, including 24/7 access to Contractor's customer call center for product support and software updates for the CAD system (County Contract No. 24649 and 77815); and

WHEREAS, the County desires to continue to utilize Contractor's services for continued maintenance of the CAD system; and

WHEREAS, the Parties desire to enter into an agreement for continued maintenance and support of the County's CAD system;

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

1. Pursuant to the Section 11 (Term & Termination) of the Original Agreement, user subscriptions for the CAD system automatically renew for additional one (1) year periods. This 2020 Software Support Renewal Agreement hereby memorializes the one (1) year renewal period for such user subscriptions from January 1, 2020 to December 31, 2020.
2. The total cost for this 2020 Software Support Renewal Agreement shall be one hundred ten thousand four hundred forty-five dollars and thirty cents (\$110,445.30), as described in Invoice No. 259183 attached hereto as Schedule 1 and incorporated by reference.
3. All other terms of the Original Agreement and Amendment shall remain in effect without change or alteration.

IN WITNESS WHEREOF, the Parties hereto have signed this 2020 Software Support Renewal Agreement on the date stated below.

Systems
Signature: [Signature]
Name: TODD BOOLE
Title: CFO
Date: 5/28/2020

County of Onida

Signature: _____
Name: Anthony J. Picante, Jr.
Title: County Executive
Date: _____

Approved:

By: _____
Alison Stanulevich, Esq.
Assistant County Attorney

Exhibit A

D629913

MASTER SUBSCRIPTION TERMS AND CONDITIONS

Upon execution of this agreement ("Effective Date"), the following Master Subscription Terms and Conditions ("Terms and Conditions") shall govern the Services to be provided to Oneida County, New York ("Customer") by Tiburon, Inc., a Virginia corporation, having its principal place of business at 3000 Executive Parkway, Suite 500, San Ramon, California 94583 ("Service Provider"). Unless expressly set forth in the attached Quote Document, no other terms and conditions shall apply to the performance of the Services, including but not limited to any additional terms and conditions on Customer provided purchase order documents.

1. Definitions.

- "Affiliate" means any governmental entity Customer performs dispatching services on behalf of.
- "Customer" means the governmental entity acquiring Service Providers Services.
- "Customer Data" means all electronic data or information submitted by Customer to the Service.
- "Initial Term" means five (5) years from the date Services are available to Customer for live production use or six (6) months from the date these Terms and Conditions are executed by the parties, whichever occurs first as determined by Service Provider.
- "Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- "Quote Document" means the document provided to Customer by Service Provider which details the pricing for the services to be provided hereunder and is attached hereto as Exhibit A.
- "Service" shall mean the services to be provided pursuant to the Quote Document.
- "User Guide" means the User manuals and guides provided upon delivery of the Services, as may be updated from time to time.
- "Users" means individuals who are authorized by Customer to use the Service, for whom subscriptions to the Service have been purchased. Users may include but are not limited to employees, consultants, contractors and agents of Customer or its Affiliates.

2. Service.

- 2.1 **Provision of Service.** During the term of the subscription and any renewal subscription period, Service Provider shall make the Service available to Customer and its Users pursuant to these Terms and Conditions and shall provide maintenance and support services in accordance with the Maintenance and Support Guidelines, which are attached hereto as Exhibit B.
- 2.2 **Additional Users.** User subscriptions are for a specified number of concurrent Customer Users and/or workstations, as provided in the Quote Document, and cannot be shared or used by others outside of Customer. Customer and/or Customer Affiliates may purchase additional User subscriptions at Service Provider's then current rates subject to these Terms and Conditions. Such additional User subscriptions shall be coterminous with the Customer's Initial Term or Renewal Term, as defined below in Section 11.2, as applicable.
- 2.3 **Customer Affiliates.** Customer and/or Customer Affiliates may purchase additional User subscriptions subject to these Terms and Conditions.

3. Use of the Service.

3.1 **Service Provider Responsibilities.** Service Provider shall: (i) in addition to its confidentiality obligations hereunder, not use, modify or disclose to anyone other than Users the Customer Data; (ii) maintain the security and integrity of the Service and the Customer Data; (iii) provide support to Customer in accordance with the Maintenance and Support Guidelines attached hereto as Exhibit A and incorporated herein by this reference, at no additional charge; and (iv) use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Service Provider shall give Customer at least 8 hours notice; or (b) any unavailability caused by circumstances beyond Service Provider's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Service Provider employees, contractors or agents), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Service Provider's possession or reasonable control.

MASTER SUBSCRIPTION TERMS AND CONDITIONS

3.2 Customer Responsibilities. Customer is responsible for all activities that occur in User accounts and for Users' compliance with these Terms and Conditions. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify Service Provider promptly of any such unauthorized access or use; (iii) comply with all applicable local, state, and federal laws in using the Service, and (iv) perform all Customer responsibilities as set forth in these Terms and Conditions.

3.3 Use Guidelines. Customer shall use the Service solely for its internal business purposes as contemplated by these Terms and Conditions and shall not intentionally: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users or as otherwise contemplated by these Terms and Conditions; (ii) send or store Malicious Code; (iii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (iv) attempt to gain unauthorized access to the Service or its related systems or networks.

3.4 License to Use Service. During the Initial Term and any subsequent Renewal Term, defined below, of these Terms and Conditions, Customer shall have a limited non-exclusive license to use the Service on as many workstations as specified in the Quote Document for Customer's own internal business purposes in accordance with Service Provider's standard subscription licensing terms. Unless expressly authorized by service Provider in writing, Customer shall not reproduce, distribute, decompile, reverse engineer, or otherwise misappropriate the Service for any reason.

4. Fees & Payment.

4.1 User Fees and Payment. The total fee for the services to be provided hereunder is set forth in Exhibit A, Quote Q130158, with \$50,000 due sixty (60) days after these Terms and Conditions are fully signed by the parties. The remaining amount to be payable in annual installments of \$180,000 beginning upon Service Provider's determination the Services are available for live production use or six (6) months from the date these Terms and Conditions are executed by the parties, whichever occurs first. The monthly fees shall be due Net-30 from the first of each month, with the first and last month pro-rated accordingly. A late penalty of three percent (3%) per month shall be added to each invoice that is past due. Such fees specifically exclude all taxes. Except as otherwise provided, all fees are quoted and payable in United States dollars. Except as otherwise specified herein, fees are based on services purchased and not actual usage, and the number of subscriptions purchased cannot be decreased during the relevant subscription term. The Customer hereby represents and warrants that it has duly appropriated or otherwise set aside funds in an amount at least equal to the Contract Price to satisfy its payment obligations hereunder.

4.2 Suspension of Service. If Customer's account is past-due (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Service Provider reserves the right to suspend the Service provided to Customer, until such amounts are paid in full at which time Service will be restored.

5. Proprietary Rights.

5.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, Service Provider reserves all rights, title and interest in and to the Service, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

5.2 Customer Data. As between Service Provider and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data is deemed Confidential Information under these Terms and Conditions. Service Provider shall not access Customer's User accounts, including Customer Data, except to respond to service or technical problems or at Customer's request.

5.3 Restrictions. Customer shall not (i) modify, copy or create derivative works based on the Service; (ii) frame or mirror any content forming part of the Service, other than on Customer's own intranets or otherwise for its own internal business purposes; (iii) reverse engineer the Service; or (iv) access the Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Service.

6. Confidentiality.

6.1 Definition of Confidential Information. As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the Customer Data, the Service, business and marketing plans, technology and technical

MASTER SUBSCRIPTION TERMS AND CONDITIONS

information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

6.2 Confidentiality Survival. The obligations hereunder with respect to each item of Customer Confidential Information and Service Provider Confidential Information shall survive the termination of these Terms and Conditions.

6.3 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms and Conditions, except disclosure of Confidential Information shall not be precluded if (i) such disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof; provided, however, that the recipient of such Confidential Information shall first have given notice to the other party and shall have made a reasonable effort to obtain a protective order requiring that the information to be disclosed be used only for the purposes for which the order was issued; (ii) such disclosure is necessary to establish rights or enforce obligations under these Terms and Conditions, but only to the extent that any such disclosure is necessary for such purpose and the Disclosing Party was provided prior written notice and the opportunity to obtain an injunction against such disclosure; or (iii) the recipient of such Confidential Information received the prior written consent to such disclosure from the disclosing party, but only to the extent permitted in such consent.

6.4 Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and Confidential Information of like kind (but in no event using less than reasonable care).

6.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

7. Warranties & Disclaimers.

7.1 Warranties. Each party represents and warrants that it has the legal power to enter into these Terms and Conditions. Service Provider represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) the Service shall perform materially in accordance with the User Guide; (iii) it owns or otherwise has sufficient rights in the Service to grant to Customer the rights to use the Service granted herein; and (iv) the Service does not infringe any intellectual property rights of any third party.

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERVICE PROVIDER MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. Indemnification. Service Provider agrees to protect, defend, indemnify, and save the Customer, its agents, officials, employees, or any firm, company, organization, or individual to whom the Customer may be contracted, harmless from and against any and all claims, demands, actions, and causes of action of which Service Provider is given prompt notification and over which Service Provider is given control to resolve (the "Indemnified Matters"), which may arise on account of illness, disease, loss of property, services, wages, death or personal injuries resulting from Service Provider's willful misconduct or negligence in the performance of the Services hereunder; provided, however, that in no event shall Service Provider be liable for the accuracy or completeness of Customer Data, and under no circumstances shall Service Provider be liable for special, incidental or consequential damages. Service Provider agrees to further indemnify the Customer for all reasonable expenses and attorney's fees incurred by the Customer in connection with the Indemnified Matters.

9. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER HEREUNDER DURING THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL,

MASTER SUBSCRIPTION TERMS AND CONDITIONS

PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Insurance. Service Provider shall procure and maintain in effect during the term of these Terms and Conditions the following insurance coverages, naming Customer as an additional insured, with an insurance company or companies authorized to do business in the State of California and approved by the Customer with a Best rating of no less than A:VII:

10.1 Workers' Compensation and Employers Liability insurance in accordance with the laws of the State of California with liability limits of Five Hundred Thousand Dollars (\$500,000.00) per accident.

10.2 Comprehensive General Liability and Broad Form Comprehensive General Liability or Commercial General Liability including bodily injury, personal injury, and property damage in the amount of a combined single limit of One Million Dollars (\$1,000,000), each occurrence, and Two Million Dollars (\$2,000,000) in aggregate limit.

10.3 Comprehensive Auto Liability including bodily injury, personal injury and property damage in the amount of a combined single limit of One Million Dollars (\$1,000,000.00). Coverage must include all automobiles utilized by Service Provider in connection with its performance of the services hereunder.

10.4 Service Provider shall endeavor to provide thirty (30) days prior written notice to the Customer in the event of any material change in or cancellation of the policy.

10.5 Service Provider shall give prompt written notice to the Customer of all known losses, damages, or injuries to any person or to property of the Customer or third persons that may be in any way related to the services being provided hereunder or for which a claim might be made against the Customer. Service Provider shall promptly report to the Customer all such claims that Service Provider has noticed, whether related to matters insured or uninsured. No settlement or payment for any claim for loss, injury or damage or other matter as to which the Customer may be charged with an obligation to make any payment or reimbursement shall be made by Service Provider without the prior written approval of the Customer.

11. Term & Termination.

11.1 Term of Terms and Conditions. These Terms and Conditions are in effect from the Effective Date through the Initial Term and/or any Renewal Term, as defined below, unless otherwise terminated.

11.2 Term of User Subscriptions. User subscriptions shall commence upon the Services being made available to Customer for live production use or six (6) months from the date these Terms and Conditions are executed by the parties, whichever occurs first as determined by Service Provider, and continue through the Initial Term, unless terminated earlier in accordance with these Terms and Conditions. Upon completion of the Initial Term or any subsequent Renewal Term, the User subscriptions shall automatically renew for additional one (1) year periods ("Renewal Term") at the list price in effect at the time of renewal unless either party gives the other notice of non-renewal at least sixty (60) days prior to the end of the relevant subscription term.

11.3 Termination. Either party may terminate these Terms and Conditions for convenience at any time for any reason upon at least sixty (60) days advanced written notice to the other party. If Customer terminates these Terms and Conditions at any time from contract execution through the Initial Term, Customer shall pay one hundred percent (100%) of the remaining fees owed for the Initial Term plus implementation fees if not already paid. If Customer terminates these Terms and Conditions for convenience during any Renewal Term, Customer shall pay one hundred percent (100%) of the remaining fees owed for the Renewal Term. If Service Provider terminates for convenience, Customer shall be under no further obligation to pay for continued subscription fees after the effective date of termination as specified in Service Provider's notice to Customer. The termination fees set forth above are not intended as a penalty, but rather a charge to compensate Service Provider for Customer's failure to satisfy the commitment set forth in these Terms and Conditions on which Customer's pricing is based upon. Following termination of these Terms and Conditions, Customer shall have no further right to use or access the Service and all copies of the Service shall be removed from Customer's system.

11.4 Return of Customer Data. Within ninety (90) days after termination of the Services being provided hereunder, Service Provider will provide Customer with a copy of all Customer Data in its native file format as determined by Service Provider. After a copy of the Customer Data has been provided to the Customer, Service Provider shall have no obligation to maintain or provide any

MASTER SUBSCRIPTION TERMS AND CONDITIONS

Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.

11.5 Surviving Provisions. The following provisions shall survive any termination or expiration of these Terms and Conditions: Sections 4, 5, 6, 7, 9, 11, and 12.

12. General Provisions.

12.1 Relationship of the Parties. Customer and Service Provider are independent contractors under these Terms and Conditions, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

12.2 Notices. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and other communications regarding default or termination of these Terms and Conditions shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. All notices shall be provided to the following addresses:

If to Service Provider:

Tiburon, Inc.
Attention: VP of Contracts
3000 Executive Parkway, Suite 500
San Ramon, California 94583
Phone: 925-621-2700
Fax: 925-621-2799

If to Customer:

Orinda County 911
120 Beech Road
Oriskany, NY
13424

12.3 Waiver. In order to be effective, any waiver of any right, benefit or power hereunder must be in writing and signed by an authorized representative of the party against whom enforcement of such waiver would be sought, it being intended that the conduct or failure to act of either party shall imply no waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of these Terms and Conditions. No waiver of any right, benefit or power hereunder on a specific occasion shall be applicable to any facts or circumstances other than the facts and circumstances specifically addressed by such waiver or to any future events, even if such future events involve facts and circumstances substantially similar to those specifically addressed by such waiver. No waiver of any right, benefit or power hereunder shall constitute, or be deemed to constitute, a waiver of any other right, benefit or power hereunder. Unless otherwise specifically set forth herein, neither party shall be required to give notice to the other party, or to any other third party, to enforce strict adherence to all terms of these Terms and Conditions.

MASTER SUBSCRIPTION TERMS AND CONDITIONS

12.4 Amendments. No amendment or other modification of these Terms and Conditions shall be valid unless pursuant to a written instrument referencing these Terms and Conditions signed by duly authorized representatives of each of the parties hereto.

12.5 Severability. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms and Conditions shall remain in effect.

12.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, Service Provider may assign these Terms and Conditions in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, these Terms and Conditions shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.7 Third Party Beneficiaries. This Terms and Conditions is entered into for the sole benefit of the Customer and Service Provider and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in these Terms and Conditions shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to these Terms and Conditions to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with these Terms and Conditions.

12.8 Anti-Discrimination. Service Provider agrees that in performing its tasks under these Terms and Conditions, it shall not discriminate against any worker, employee, or applicant, or any member of the public, because of age, race, sex, creed, color, religion, or national origin, nor otherwise commit an unfair employment practice in violation of any state or federal law.

12.9 Governing Law. This Terms and Conditions shall be governed exclusively by the internal laws of the State in which Customer resides, without regard to its conflicts of laws rules.

12.10 Venue; Waiver of Jury Trial. The state and federal courts located in the County and State of where the Customer resides shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to these Terms and Conditions. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to these Terms and Conditions.

12.11 Entire Terms and Conditions. These Terms and Conditions, including all exhibits and addenda hereto, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of these Terms and Conditions shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of these Terms and Conditions and any exhibit hereto, the terms of such exhibit shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of these Terms and Conditions, and all such terms or conditions shall be null and void.

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MASTER SUBSCRIPTION TERMS AND CONDITIONS

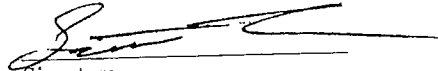
13. Signatures

By signing in the designated space below, the parties hereby represent that the person signing has the authority to enter into these Terms and Conditions and thereby agree to be bound by such:

Customer

Tiburon, Inc.


Signature
Name: *Anthony J. Picente Jr.*
Title: *Oneida Co. Executive*
Date: *Jan 30, 2014*


Signature
Name: *Scott Carroll*
Title: *Contracts Manager*
Date: *12-9-13*

**APPROVED AS TO FORM ONLY
ONEIDA COUNTY ATTORNEY**

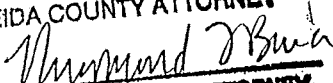
BY 
ASST ONEIDA COUNTY ATTORNEY



Exhibit A
to
MASTER SUBSCRIPTION TERMS AND CONDITIONS

Quote Document

The Quote Document shall follow this cover page.



Tiburon PSaaS On Premise Subscription Service
DN CAD, TE RMS, IQR Fire RMS

For

Oneida County, NY

TIBURON

SUMMARY

Tiburon Solution	Yearly Price
Tiburon DN Mobile Software ✓	
Tiburon TE RMS Software ✓	
Tiburon IQR FIRE RMS Software ✓	
Tiburon Analytics Software	
Tiburon Services	
Tiburon Data Migration Services	
Software Maintenance Services	
Subtotal	\$180,000
TOTAL TIBURON SOLUTION - YEARLY FIVE YEAR SUBSCRIPTION TERM	\$180,000
ONE TIME SET-UP FEES	\$50,000
GRAND TOTAL - FIVE YEARS SUBSCRIPTION TERM	\$950,000

The prices indicated above do not include installation and/or configuration of 3rd party software and/or hardware

Tiburon requires remote VPN access to the customer site (minimum 1Mbps)

***The price indicated above do not include maintenance, services and hardware value for the optional items**

The information contained in this document is proprietary to Tiburon and is offered solely for the purpose of evaluation.

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CONFIDENTIAL

Q130158 - Onelda - Tiburon PSaaS On Premise Subscription Service - DN CAD, TE RMS, IQR Fire r2.xl

TIBURON

Notes	Description	Qty	Total
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TIBURON MOBILE

Tiburón DN Mobile Software			Annually
	DN Mobile Server License (Includes AVL)	1	
	DN Mobile Client License (Includes AVL), per concurrent user	110	

TIBURON TE RMS

Tiburón TE RMS Software			Annually
	TE RMS Server License	1	
	TE RMS Client License	170	
	TE RMS TRACS Interface	1	
	TE RMS Livescan Digital Fingerprinting Interface	1	
	TE Additional NY State Forms	10	

TIBURON IQR FIRE RMS

Tiburón IQR FIRE RMS Software			Annually
	IQR Fire Server License	1	
	IQR Fire Client License	30	

TIBURON ANALYTICS

Tiburón Analytics Software			Annually
	Tiburón Analytics - Agency Edition	1	Included

TIBURON SERVICES

Tiburón Services			Annually
	DN Remote Project Management		Included
	TE Remote Project Management		Included
	DN Installation Services		Included
	TE Installation Services		Included
	IQR Fire RMS Services		Included
	Mobile Admin - Remote - 1 day - max of 4 students		Included
	Mobile Train The Trainer - Remote - 1 day - max of 8 students		Included
	TE RMS Remote Admin Training Services - 5 days, max of 4 students		Included
	TE RMS Onsite Train The Trainer Training Services - 4 days, max of 8 students		Included

TIBURON DATA MIGRATION SERVICES

Tiburón Data Migration Services			Annually
	Data Migration from Archonix XRMS		Included
	Data Migration from Legacy Archonix		Included
	Data Migration from SIS Migration		Included

ANNUAL TOTAL FIVE YEAR SUBSCRIPTION TERM	\$180,000
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Notes	Description	Price	Total
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Tiburón Upfront Fees			Upfront
	One time Set-up fees to cover implementation services		
		Subtotal	\$50,000

ONE TIME UPFRONT FEES	\$50,000
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TIBURON

Notes

- Note 1 This offer assumes that the customer will be providing all required computer hardware and Microsoft OS for servers and clients and Microsoft SQL server software.
The customer is responsible for pricing, ordering, staging and installing onsite all specified hardware and OS/SQL software.
Based on the proposed system configuration Tiburon is recommending the following:

Tiburon Mobile:

Quantity	Description	Note
1	HP Proliant DL160 Gen8 1 x - Intel® Xeon® E5-2603 (4 core, 1.80 GHz, 10MB, 80W) 4 GB RAM 1 x HP 9.5mm SATA DVD RW Optical Drive 2 x HP 160GB SATA 300 Hard Drive RAID 1 configuration	DN-MOBILE
1	HP Proliant DL160 Gen8 1 x - Intel® Xeon® E5-2603 (4 core, 1.80 GHz, 10MB, 80W) 8 GB RAM 1 x HP 9.5mm SATA DVD RW Optical Drive 2 x HP 160GB SATA 300 Hard Drive RAID 1 configuration	RADIOIP
1	Intel Core 2 Duo Processor @ 1.6GHz 2 GB DDR2-SDRAM Serial Connection port (GPS device connection) Wireless Air Cards (HSDPA/3G/LTE cards) Note: Rugged laptop models are recommended (Panasonic Toughbook CF-53 or equivalent) License Windows 7 Professional SP1 (or Windows XP Pro SP3) 32 bit	Mobile CAD Clients
2	License Windows 2008 R2 Standard 64 bit	DN-MOBILE, RADIOIP



Tiburon RMS:

The requirements listed below are meant to be used as a basic guide for running Tiburon RMS. If further evaluation and consulting is needed, please contact Tiburon.

Quantity	Description	Note
TBD	Windows XP Professional SP3 or higher ** Windows7 64 bit Install highly recommended Core 2 Duo Intel Base Processor 2.0 GH or higher 2 GB RAM (4 glg of RAM recommended) Minimum 80 GB hard drive or higher Minimum 19" Display Monitor 10/100/1000 NIC (Standard network connectivity) Speakers for audio alerts	RMS Clients
TBD	Windows XP Professional SP3 or higher ** Windows7 64 bit Install highly recommended Core 2 Duo Intel Base Processor 2.0 GH or higher 2 GB RAM 4 glg preferred when using a 64 bit OS 80 GB hard drive 17" Monitor 10/100/1000 NIC (Standard network connectivity) Must support wireless internet access card Must support adequate number of USB ports for peripherals Must support adequate power (voltage) for peripherals (some scanners are not properly powered by certain notebooks) Important Note: There are known issues when using certain Panasonic notebooks so prior to making any purchases, please consult with Tiburon.	Mobile RMS Clients

	Physical	Virtual
CPU	Intel based Server with 2 Quad Core Xeon Processors	SQL Server Database: 8 Core Application/IS Server: 4 Core
Memory	16 GB of RAM (32GB recommended)	SQL Server Database: 16 GB of RAM Application/IS Server: 8 GB of RAM
Storage	1-2 TB storage across multiple drives with RAID-5 Note: Specific storage requirements are TBD based on an agency's current and projected needs.	SQL Server Database: 1-2 TB Application/IS Server: 500 GB Note: Specific storage requirements are TBD based on an agency's current and projected needs.
Drive(s)	DVD/CDRW	N/A
Network Interface Controller	(2) 10/100/1000 NIC	N/A
Optional Server Redundancy	2 nd Server with Double Take Replication Software or Windows Clustering	VMware with High Availability OR Hyper-V: Microsoft Windows Server 2008 R2 Enterprise
Recommended Server Software Items to be considered	Windows Server 2008 R2 Microsoft SQL Server 2008 R2 Symantec Backup Exec for server Symantec Backup Exec SQL agent Symantec Backup Exec Open File agent	Windows Server 2008 R2 (for VMware) Windows Server 2008 R2 Enterprise (for Hyper-V) Microsoft SQL Server 2008 R2 Appropriate Virtualization Licensing Symantec Backup Exec for server Symantec Backup Exec SQL agent Symantec Backup Exec Open File agent



Quantity	Description
	Optional Hardware
TBD	Printers
	HP Laserjet M601N B/W Laser printer for Head Quarters
	L-Tron/Brother Pocket Jet 622 Printer Plus for Vehicle(s)
	Car Adapter wired 14 foot length
	Dymo Labelwriter 450 turbo printer for Property Module:
TBD	Scanner
	Honeywell 4810LR Compact Area-Imaging Scanner

- Tiburon requires remote VPN access to the customer site (minimum 1Mbps)
- The minimum bandwidth dedicated to the application across sites is T1 (1.544 Mbps)

For optimal CAD, Mobile & RMS applications performance, these applications should function in a controlled environment on hardware that meets or exceeds the specifications mentioned in this quotation

The customer shall inform Tiburon of any 3rd party applications not purchased from Tiburon that the customer intends to operate on the same machine as Tiburon's CAD, Mobile & RMS applications. If the product is unfamiliar to Tiburon, the customer will request of its 3rd party vendor to provide technical information on its application. If Tiburon deems that certification testing is required to guarantee co-existence of the 3rd party application with the Tiburon application(s), certification services are outside the scope of this offer and shall be quoted separately.

Note 2 Mobile Data Terminals (MDT) and MDT mounting equipment are not included. They must be supplied and installed by the customer.

GPS equipment, antennas, adapters, etc. are not included. They must be supplied and installed by the customer.

The customer is required to purchase and install NMEA compliant GPS device with a serial or UDP interface, or a Trimble Placer450 GPS device.

Note 3 Installation costs cover the installation of 5 Mobile/AVL clients only. Customer is responsible for installing the remaining number of MDT's according to instructions provided by Tiburon.

This quote assumes that all Mobile Data Computers will be in one central location for ease of installation.

Mobile installation charges do not cover in-car installation. Computer installation in vehicles is assumed to be performed by the customer's vehicle maintenance organization.

Note 4 Tiburon RMS Remote Installation Services include remote installation of the RMS server license and 5 client licenses. This requires that the customer provides a high speed connectivity and that the RMS server is on an accessible network to allow Tiburon technical support personnel deployment of the RMS server software. Customer is responsible to install the remaining Tiburon RMS workstation licenses according to Tiburon's provided instructions.

Note 5 Customer is responsible to perform configuration data entry based on training provided by Tiburon based on data entry milestone timelines specified at the project kickoff meeting.

Note 6 The data to be converted and loaded into TE RMS will be sourced from the customer's existing RMS systems (ArchonX X RMS, Legacy ArchonX and SJS). Customer will provide the extracts of the data in an agreed acceptable format to acceptable format to Tiburon for conversion.

The following data will be converted and loaded from each RMS system:

1. RMS Master Name
2. RMS Master Location
3. RMS Event/Incidents
4. RMS Property
5. RMS Case
6. RMS Arrest

Limitations of Data Conversion

Tiburon will apply its best efforts to convert the data as identified above. In some cases conversion of all requested data to the new system may not be possible. For example, in the event the source data element does not have an equivalent field in TE RMS; that data element will not be migrated. Data will be converted as is and will not be changed/cleaned during the process

Note 7 Purchase of the Tiburon Analytics - Agency Edition also includes the Tiburon Analytics - Public Edition.

TIBURON

Terms

PRICING All prices are in U.S. Funds.
Taxes, if applicable, are extra.

PAYMENT One time payments payable upon contract signature.
Annual payments due the sooner of system Go Live or 6 months after contract signature.

VALIDITY 120 days

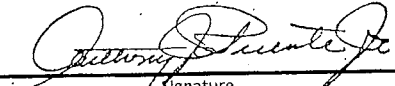
The Products and Services Quoted herein are provided on a term subscription period basis only with all Ownership remaining with Tiburon. Tiburon shall make the Service available to Customer pursuant to Tiburon's Standard Terms and Conditions.

The licenses granted to Client pursuant to the Subscription Agreement shall expire at the conclusion of the subscription period. Client's right to use the system shall terminate immediately upon completion of or termination for any reason of the Subscription Agreement, at which time Tiburon may terminate Client's access to the system without further notice.

In the event Client terminates the Subscription Agreement early, Client shall pay to Tiburon, within thirty (30) days, one-hundred percent (100%) of the remaining amount due under the Subscription Agreement. If for any reason, other than cause, Client terminates the Subscription Agreement, ceases use of the system, or delays payments, Tiburon reserves the right to suspend or terminate Client's access to the System and end Client's right to use the system further.

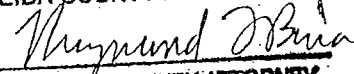
Approval Signature

By signing in the space provided below, I am representing that I am authorized to sign on behalf of Customer:


Signature

Jan 30 2014
Date

**APPROVED AS TO FORM ONLY
ONEIDA COUNTY ATTORNEY**

BY 
ASST ONEIDA COUNTY ATTORNEY

TIBURON

Revision History

Revision Level	Reason for Revision	Date Revised
-	Original	August 12, 2013

Exhibit B
to
MASTER SUBSCRIPTION TERMS AND CONDITIONS
Maintenance and Support Guidelines

The Maintenance and Support Guidelines shall follow this cover page.

Hosting Maintenance and Support Guidelines

Technical Support Services.....	2
Help Desk Service.....	2
Help Desk Call Taking Process.....	2
Escalation Procedure	2
Table A: Ticket Priorities and the Service Level Agreement (SLA)	4
Software Updates Program.....	5
Product Specialist and Training Services.....	5
Customer Responsibilities.....	5
Exclusions to Technical Support Services	8

Technical Support Services

Service Provider's Technical Support Services department consists of technical specialists dedicated to providing the highest level of technical support services to its Customers.

Technical Support Services include the Help Desk Service, Software Updates Program, Product Specialist Services and Training Services.

The Help Desk Service and Software Updates Program are provided on a per-product basis and available on an annual or multi-year basis as detailed in the Customer Quotation.

Help Desk Service

The Help Desk service includes technical support on products purchased from Service Provider including Service Provider licensed products and 3rd party products.

The Help Desk provides 24 x 7 technical support to Customers for all Service Provider products. The Help Desk is staffed by technical specialists, backed by 24 x 7 engineering support to handle high priority issues.

High priority issues that cannot be addressed expediently by the technical specialists alone are assigned to the 24 x 7 engineering support staff. If the issue cannot be addressed within the defined service level agreement (SLA) in Table A, an escalation process is automatically triggered involving senior management in order to take immediate action calling upon product experts as needed. This level of specialized technical support ensures timely, accurate and effective support for Service Provider's Customers.

For urgent and high priority tickets (see Table A), Customers are requested to contact the Help Desk by phone in order to obtain immediate technical support using the following toll-free number; **1 (877) 441-4648**.

For routine and lower priority tickets (see Table A), Customers are encouraged to send an email to DispatchNowSupport@tiburoninc.com which includes caller contact information, site identification, affected product and a short problem description. An email reply will acknowledge that Service Provider has received the Customer's email. A Help Desk representative will contact the Customer with a ticket # and status within the timeframes defined in the SLA (see below for details).


Help Desk Call Taking Process

When a Help Desk call is received, it is answered by a Help Desk representative. The representative takes the caller's general information such as caller contact information, site identification, affected product and a short problem description. Based on the priority definitions detailed in Table A, the caller advises the Help Desk representative on the priority of the issue. The caller is given a ticket reference number and is passed onto a Help Desk technical specialist for problem investigation and resolution. If there are no Help Desk technical specialists available to immediately take the call, the caller is called back within the agreed upon SLA.

The Help Desk technical specialist will work over the phone and through remote high speed facilities (e.g. Cisco VPN, Sonic Wall, Remotely Anywhere, Remote Desktop) to troubleshoot and resolve the issue. The ticket is only 'closed' by Service Provider upon positive confirmation from the Customer.

Escalation Procedure

When the call-back SLA specified in Table A is not met, the Help Desk is instructed to escalate the ticket to the people identified below and advise the Customer that this escalation is in progress. Should the Customer not receive a call from the Help Desk within the call-back SLA, the Customer is free to contact the following escalation contacts directly (in the order indicated):



Help Desk Team Leader	(514) 916-0199
Director, Operations	(514) 804-9334
Director, SW Development	(514) 916-3995
Sr. VP, Products and Operations	(514) 916-0423

Internal escalation is automatically triggered in the timeframes defined in the last two columns of Table A in order to ensure that high priority tickets are resolved as quickly as possible.

Note:

The call-back time is defined as the interval of time from the moment Service Provider Help Desk received a call for service to the moment a Service Provider technical specialist contacts the site.

Table A: Ticket Priorities and the Service Level Agreement (SLA)

The following table defines our standard ticket priorities and their respective response service level agreement (SLA):

PRIORITY	PRIORITY DESCRIPTION	SLA FOR CASE RESOLUTION REPAIRS SCHEDULED WORK	SLA FOR FIELD REPAIRS	REPAIR COST CATEGORIZATION (APPLICABLE)	SEVERITY CATEGORIZATION (APPLICABLE)
(1) URGENT	<u>Severe Operational Impact:</u> The system is not operational or the Customer's operation is severely impaired.	15 MINUTES	Technical specialists are mobilized immediately and work 24 x 7 to provide a workaround. If applicable, a permanent solution is worked on as a high priority until delivered.	IMMEDIATE	1 HOUR
(2) HIGH PRIORITY	<u>Major Operational Impact:</u> The loss of functionality that impairs the Customer's normal operation but essential services are still supported.	1 HOUR	Technical specialists are mobilized immediately and work 24 x 7 to provide a workaround. If applicable, a permanent solution is worked on to be delivered in the next available release.	4 HOURS	START OF NEXT BUSINESS DAY
(3) ROUTINE	<u>Limited Operational Impact:</u> The loss of a non-essential functionality or a failure that is limited to a subset of users.	8 HOURS	Technical specialists are mobilized during office hours. If applicable, a permanent solution is scheduled to be delivered in a future product release.	NOT APPLICABLE	NOT APPLICABLE
(4) LOW	<u>No Operational Impact:</u> The loss of a non-essential functionality or a failure that has no operational impact.	NEXT BUSINESS DAY	Technical specialists are mobilized during office hours. If applicable, a permanent solution is scheduled to be delivered in a future product release or a commercially reasonable effort is made to provide a workaround solution.	NOT APPLICABLE	NOT APPLICABLE
(5) INQUIRY	<u>Request for Information</u> General questions and technical inquiries on the expected behavior and capabilities of the product and/or enhancement recommendations.	2 BUSINESS DAYS	Technical specialists respond during office hours.	NOT APPLICABLE	NOT APPLICABLE

Software Updates Program

If the Customer has purchased the Software Updates Program, the Customer will be entitled to receive new General Availability (GA) releases of the Service Provider licensed software products purchased by the Customer.

The Software Updates Program provided hereunder does not include any of the following:

- (a) On-site Installation and configuration services. Upon reasonable notice from the Customer, Service Provider will provide a Quote Document to the Customer on a time and materials basis at Service Provider's then current rates for such services;
- (b) Additional training services. In conjunction with each new release delivered to Customer, Service Provider will provide Customer with training deemed necessary by Service Provider to review new features, major bug fixes, and changes to installation and configuration guidelines that are included in the new release. No other additional training is included in the Software Updates Program. However, upon reasonable notice from the Customer, Service Provider will provide a firm fixed price quote for such training services.
- (c) Modifications or customization of the Software other than corrections of Defects made or provided under these Maintenance and Support Guidelines;
- (d) Consultation for new programs or equipment;
- (e) Correction of problems, and assistance regarding problems, caused by operator errors, including but not limited to the entry of incorrect data and the maintenance of inadequate backup copies and improper procedures; and/or
- (f) Correction of errors attributable to software other than the licensed Software.

Upgrade of the Customer's Hardware, Operating System, and/or third party software may be required from time to time to support New Releases, Maintenance Releases or Upgrades of the Software. The Customer shall be solely responsible for the cost of such upgrades unless expressly stated otherwise.

Product Specialist and Training Services

Customer may contact the Help Desk to request the services of Product Specialists and Trainers. The Help Desk will direct the call to the appropriate technical services representative to provide details on the services offered and their associated rates and to schedule resource availability.

Customer Responsibilities

- (a) **Technical Service Tickets** The Customer shall provide all information requested by Service Provider necessary to complete its Technical Support Services form for each request for technical services, Enhancements, and Out of Scope Services.

(b) **Remote Access** The Customer will facilitate high speed 512Kbps or greater remote VPN access for Service Provider to access the servers and workstations at the Customer Site. Remote access will require the use of interactive applications including but not limited to PC Anywhere, Remote Desktop, VNC, telnet, *secure shell* (ssh) , and application-level TCP/IP socket connectivity as determined necessary by Service Provider. Service Provider personnel will require local administrative control of all servers and workstations involved in Service Provider Implementation. In addition, Service Provider requires the ability to dynamically upload/download files to the server(s) without third-party intervention. Service Provider technicians may need remote access to the System to analyze the System configuration, aid in problem analysis or to modify the System configuration for a problem work-around. Remote access may also be used for transmission of Software updates to the Customer. Remote access must be available twenty-four (24) hours a day, seven (7) days a week.

Service Provider's request to halt any System functionality shall require the Customer's appropriate management approval. Service Provider shall not perform any service-affecting activity without informing the Customer's appropriate management in advance and receiving proper authorization.

Service Provider recognizes the need for security of remote access facilities. Service Provider shall work within the Customer's security guidelines whenever possible. If the Customer's remote access facility is dysfunctional, Service Provider shall not be held liable for response times.

Service Provider shall not be responsible for any costs relating to the procurement, installation, maintenance and use of such equipment and all associated telephone use charges. Service Provider shall use the data connection solely in connection with the provision of its services hereunder. The Customer may be required to run tests deemed necessary by Service Provider following each remote access as requested by Service Provider.

(c) **Access** The Customer shall provide Service Provider's personnel or its local service provider with full access to their site at all required times.

(d) **Maintenance and Back-Ups** The Customer shall ensure that maintenance and back-up activities relating to the Service Provider proprietary software and the System, including without limitation backing up databases and journal logs, purging out of date records and running reports and performing diagnostics, are timely carried out.

(e) **Data Input** The Customer shall enter, update and maintain the input data as required for satisfactory operation of the Service Provider proprietary software, and be responsible for the accuracy of all Customer-provided data.

(f) **Third-Party Product Support** Unless otherwise agreed, the Customer shall obtain, pay for and maintain in effect during the term of this Agreement the technical support contracts for certain third party products as specified by Service Provider, and shall ensure that, in addition to authorizing the Customer to request support services there under, each such support contract also expressly authorizes Service Provider to request support services there under on the Customer's behalf.

(g) **System Security** The Customer shall ensure that the security of the System conforms in all respects to the federal, state, and/or local mandated law enforcement telecommunications requirements.

(h) **System Change, Alteration, or Modification** The Customer shall ensure that, with respect to the Service Provider proprietary software, such software is installed only on the authorized server and workstations and only at the authorized site. The Customer shall ensure that each authorized site conforms in all respects to the site specifications as required by Service Provider. The Customer shall ensure that no change, alteration or modification is made to the System configuration without the express prior written consent of Service Provider; provided, however, that said consent is not intended to constitute in any manner Service Provider's approval, certification, endorsement, or warranty of the System configuration or System performance.

(i) **Database Administration Change Authorization** Customer shall maintain a system to ensure that only authorized personnel have the ability to perform database administration activities and that a list of all such authorized personnel (and any updates thereto) be promptly delivered to the Service Provider's Technical Support Services department. Database administration shall be in compliance with Service Provider provided guidelines. Service Provider cannot assist Customer personnel other than those on the most current authorization list.

(j) **Authorized Customer Representative** The Customer shall designate, in a written notice a single individual to act as the Customer's authorized representative for purposes of these Maintenance and Support Guidelines. Such individual (a) must be authorized to act on the Customer's behalf with respect to all matters relating to these Maintenance and Support Guidelines; (b) shall ensure the Customer's compliance with its responsibilities under these Maintenance and Support Guidelines; and (c) shall coordinate appropriate schedules in connection with Service Provider's services under these Maintenance and Support Guidelines. The Customer may change the individual designated hereunder by providing Service Provider advance written notice designating the new individual authorized to act as the Customer Representative.

(k) **Technical Support Coordinators** The Customer shall designate, in a written notice one or more individuals to act as the Customer's technical support coordinator (a "Technical Support Coordinator"). The Customer shall ensure that each Technical Support Coordinator designated hereunder shall have received the appropriate Service Provider proprietary software and System training and shall otherwise be familiar with the Service Provider proprietary software and the System. The Customer shall ensure that, at all times, a Technical Support Coordinator is available (a) to screen operational assistance calls and handle operational problems, where appropriate; (b) to provide access to the System as required; and (c) to provide on-site technical assistance as required by Service Provider to aid Service Provider in performing its services hereunder. The Customer may change any individual designated hereunder by providing Service Provider with advance written notice designating the new individual authorized to act as a Technical Support Coordinator.

(l) **Training** The Customer shall ensure that all Technical Support Coordinators and other personnel have received appropriate training on the Service Provider proprietary software and the System, and otherwise maintain sufficient personnel with sufficient training and experience to perform its obligations under these Maintenance and Support Guidelines.

(m) **Error Reproduction** Upon detection of any error in any of the Service Provider proprietary software applications, the Customer shall provide Service Provider a listing of command input, resulting output and any other data, including databases and back-up systems, that Service Provider may reasonably request in order to reproduce operating conditions similar to those present when the error occurred.

Exclusions to Technical Support Services

The following services are outside the scope of the Technical Support Services provided by Service Provider and may result in additional charges, on a time and material basis:

- (a) Repair of damage or the increase in service time due to any cause external to the System which adversely affects its operability or serviceability, including but not be limited to, fire, flood, water, wind, lightning, and transportation of the System from one location to another;
- (b) Repair of damage or the increase in service time caused by failure to continually provide a suitable installation environment, including, but not limited to, the failure to provide adequate electrical power, air conditioning or humidity control, or the Customer's improper use, management or supervision of the System including, without limitation, the use of supplies and accessories. Proper use and environmental requirements are determined by the Product documentation;
- (c) Repair of problems caused by the use of the System for purposes other than for which it is designed;
- (d) Repair of problems caused by changes to the Hardware and/or the network made without obtaining Service Provider's prior approval;
- (e) Repair or replacement of any item of the System which has been repaired by others, abused or improperly handled, improperly stored, altered or used with third party material, software or equipment, which material, software or equipment may be defective, of poor quality or incompatible with the System, and Service Provider shall not be obligated to repair or replace any component of the System which has not been installed by Service Provider or a Service Provider authorized technician;
- (f) Removal, relocation and/or reinstallation of the System or any component thereof;
- (g) Diagnosis time directly related to unauthorized components and/or misuse of the System, whether intentional or not;
- (h) Any design consultation such as, but not limited to, reconfiguration analysis, consultation with the Customer for modifications and upgrades which are not directly related to a problem correction;
- (i) Provision of any operational supplies, including by not limited to, printer paper, printer ribbons, toner, printer cartridges, photographic paper, magnetic tape and any supplies beyond those delivered with the System;
- (j) Repair of problems caused by computer / network security breaches and/or virus attacks;
- (k) Repair or replacement of any Hardware not purchased from Service Provider and explicitly covered by a Service Provider warranty or maintenance program.

SOFTWARE LICENSE TERMS AND CONDITIONS

1. Definitions

The following definitions apply to the terms used within this License:

- 1.1. **"Authorized Server"** shall mean, with respect to any Licensed Application, the server identified in the Quote as corresponding to such Licensed Application, or if not identified, the actual server in which the Licensed Applications are initially installed on.
- 1.2. **"Authorized Site"** shall mean, with respect to any Authorized Server, the address and room number identified as corresponding in the Quote to such Authorized Server, or if not identified, the actual site in which the Authorized Server resides.
- 1.3. **"Derivative Works"** shall mean, with respect to any Licensed Application, any translation, abridgement, revision, modification, or other form in which such Licensed Application may be recast, transformed, modified, adapted or approved for such Licensed.
- 1.4. **"Documentation"** shall mean any written, electronic, or recorded work that describes the use, functions, features, or purpose of the System, or any component or subsystem thereof, and that is published or provided to the Licensee by Tiburon, Tiburon's subcontractors or the original manufacturers or developers of third party products provided to the Licensee by Tiburon, including, without limitation, all end user manuals, training manuals, guides, program listings, data models, flow charts, logic diagrams, and other materials related to or for use with the System.
- 1.5. **"Enhancement"** shall mean, with respect to any Licensed Application, a computer program modification or addition, other than a Maintenance Modification, that alters the functionality of, or adds new functions to, such Licensed Application and that is integrated with such Licensed Application, or that is related to a given Licensed Application but offered separately by Tiburon.
- 1.6. **"Error"** shall mean, with respect to any Licensed Application, a defect in the Source Code for such Licensed Application that prevents such Licensed Application from functioning as designed.
- 1.7. **"License"** shall mean Licensee's rights to use the Licensed Application(s) in accordance with the terms and conditions set forth herein, which consist of Tiburon's standard licensing terms and shall supersede and apply regardless of any additional, conflicting or contradicting terms and conditions contained in Licensee's purchase order.
- 1.8. **"Licensed Application"** shall mean each of the Tiburon developed software applications set forth on the Quote and furnished to the Licensee, together with all Derivative Works, all Maintenance Modifications and all Documentation with respect thereto; provided, however, that Licensed Applications shall consist of Object Code only and shall not include any Enhancements.
- 1.9. **"Licensee"** shall mean the client identified on the Quote.
- 1.10. **"Maintenance Modifications"** shall mean, with respect to any Licensed Application, a computer software change to correct an Error in, and integrated into, such Licensed Application, but that does not alter the functionality of such Licensed Application and that is provided to the Licensee by Tiburon after acceptance of the Licensed Application.
- 1.11. **"Object Code"** shall mean computer programs assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse-compiling, or reverse-engineering.
- 1.12. **"Quote"** shall mean the document provided to Licensee by Tiburon which details the pricing for the Licensed Applications and related services, if any, to be provided and which Licensee purchases from.

1.13. "Source Code" shall mean computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.

1.14. "Sublicensed Applications" shall mean the software application specified on the Quote developed by any source external to Tiburon, such as a subcontractor, distributor, re-seller, personal computer software supplier or system software supplier, and furnished to the Licensee by Tiburon for integration into the System. In addition to the terms and conditions contained herein, Licensee's right to use the Sublicensed Applications is strictly contingent upon Licensee's compliance with the manufacturer's terms and conditions. Solely in regards to Sublicensed Applications, in the event of any conflict or discrepancy between this License and the manufacturer's terms and conditions, the manufacturer's terms and conditions shall control.

1.15. "System" shall mean the Licensee's computer automated system consisting of the Licensed Applications combined with any of the Authorized Servers, the operating systems installed on each of the Authorized Servers, any database or other third party software products installed on any of the Authorized Servers, any PC or other workstation equipment having access to any of the Licensed Applications, any communications interfaces installed on any of the Authorized Servers, any network communications equipment and any other third party software, wiring, cabling and connections and other hardware relating to any such Authorized Servers, workstation or network communications equipment located at any of the Authorized Sites.

2. Licenses and Restrictions

2.1. **Grant of Licenses.** Subject to the conditions set forth in Section 2.2 hereof and unless otherwise set forth in the Quote, Tiburon hereby grants to the Licensee, pursuant to the terms and conditions hereof, a limited, nonexclusive, nontransferable license:

- (a) to use each Licensed Application, in Object Code only, on the Authorized Server with respect thereto and at the Authorized Sites with respect thereto in the quantities licensed;
- (b) to conduct internal training and testing on each Licensed Application;
- (c) to perform disaster recovery, backup, archive and restoration testing, and implementation with respect to each Licensed Application;
- (d) to make no more than two (2) archival copies of any Licensed Application, provided that each copy of any Licensed Application shall include Tiburon's copyright and other proprietary notices;
- (e) to perform all of the above with regards to any Sublicensed Application, in accordance with and subject to the terms and conditions of the manufacturer's license agreement for such Sublicensed Application.

2.2. **Conditions to Grant of Licenses.** No grant of any license or right pursuant to Section 2.1 hereof with respect to any Licensed Application or any Sublicensed Application shall be effective, and the Licensee shall have no license or right to use such Licensed Application or such Sublicensed Application, until such Licensed Application or such Sublicensed Application has been accepted by the Licensee and all license fees, sublicense fees or royalties with respect to such Licensed Application or such Sublicensed Application have been paid in full in accordance with the payment terms set forth in the applicable implementation agreement.

2.3. Restrictions on Use

- (a) The Licensee agrees to use the Licensed Applications and the Sublicensed Applications only for the Licensee's own use. The Licensee shall not allow use of any Licensed

Application or any Sublicensed Application by any parent, subsidiaries, affiliated entities, or other third parties, or allow any Licensed Application or any Sublicensed Application to be used on other than on the Authorized Server at the Authorized Site with respect thereto.

(b) Except as otherwise specifically set forth in Section 2.1 hereof, the Licensee shall have no right to copy any Licensed Application or any Sublicensed Application. Any copy of any Licensed Application (whether or not such copy is permitted) shall be the exclusive property of Tiburon. Any copy of any Sublicensed Application (whether or not such copy is permitted) shall be the exclusive property of the developer of such Sublicensed Application. The Licensee shall not distribute or allow distribution of any Licensed Application or any Sublicensed Application or any Documentation or other materials relating thereto without Tiburon's prior written consent.

(c) The Licensee's license and right to use the Licensed Applications and the Sublicensed Applications is limited to a license and right to use only the Object Code relating thereto. The Licensee shall have no license or right with respect to the Source Code for any Licensed Application or any Sublicensed Application.

(d) The Licensee shall not, and shall not permit any other party to, make any alteration, modification or enhancement to any Licensed Application or any Sublicensed Application unless, and only to the extent, specifically authorized by Tiburon. The Licensee shall not, and shall not permit any other party to, disassemble, de-compile or reverse-engineer any Licensed Application or any Sublicensed Application.

(e) The Licensee shall not use any Licensed Application or any Sublicensed Application, and shall not permit any third party to use any Licensed Application or any Sublicensed Application, for processing data of any entity other than the Licensee.

3. **Ownership.** Except for the rights expressly granted therein pursuant to Section 2 hereof, Tiburon shall at all times retain all right, title and interest in and to each Licensed Application and all copies thereof (whether or not permitted), including all Derivative Works, Maintenance Modifications, Enhancements and Documentation with respect thereto (whether or not developed by Tiburon) and the respective owners of the Sublicensed Applications shall retain all right, title and interest in and to each Sublicensed Application and all Derivative Works thereof. By this License, the Licensee hereby assigns to Tiburon any and all rights it may have or later acquire to any and all Derivative Works (whether or not developed by Tiburon).

4. **Term and Termination**

4.1. **Effective Date.** This License shall take effect on the Effective Date after (i) it has been fully executed by duly authorized representatives of both parties, and (ii) Tiburon's receipt of written notification from the Licensee that any certification or approval of this License required by statute, ordinance, or established policy of the Licensee has been obtained.

4.2. **Term.** This License shall continue in effect until terminated as set forth under Section 4.3 hereof.

4.3. **Termination.** Tiburon may terminate this License immediately if the Licensee breaches any provision of this License, or upon conclusion of the applicable subscription period.

4.4. **Effect of Termination.** Upon termination of this License, all licenses granted to the Licensee hereunder shall be revoked. Upon termination of this License, (a) the Licensee shall return to Tiburon, within ten (10) business days of such termination, all Tiburon Confidential Information and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment other documents or property relating thereto and all copies of any of the foregoing (in whatever medium recorded); (b) the Licensee shall discontinue all use of the Licensed Applications and the Sublicensed Applications; and (c) the Licensee shall certify in a written document signed by an authorized representative that the material specified in the preceding clause (a) has been returned to Tiburon, that all copies of the Licensed Applications and the Sublicensed Applications have been permanently deleted or destroyed, and that all use of

the Licensed Applications and the Sublicensed Applications has been discontinued. The expiration or termination of this License will not relieve the Licensee of its obligations under Section 6 hereof regarding Tiburon Confidential Information.

5. Limited Warranties and Liability

5.1. Warranty. THE LICENSED APPLICATIONS ARE LICENSED "AS IS". NO EXPRESS OR IMPLIED WARRANTIES FOR THE LICENSED APPLICATIONS, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE CREATED BY THIS LICENSE.

5.2. Limitation of Liability. NEITHER TIBURON NOR ANY PERSON ASSOCIATED WITH TIBURON SHALL BE LIABLE TO ANY PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OR FAILURE TO PERFORM UNDER THIS LICENSE, EVEN IF TIBURON HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED BENEFITS OR PROFITS RESULTING FROM THE OPERATION OR FAILURE TO OPERATE OF THE LICENSED PROGRAMS. THIS CLAUSE SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY FOR BREACH OF WARRANTY OR ANY OTHER PROVISION OF THIS LICENSE.

6. Confidential Information

6.1. Tiburon Confidential Information. The Licensee agrees to maintain the confidentiality of any Tiburon Confidential Information (as defined below) and to treat such information with the same degree of care and security as it treats its own most confidential information. The Licensee shall not, without Tiburon's prior written consent, disclose such information to any person or entity other than to the Licensee's employees or consultants legally bound to abide by the terms hereof and having a need to know such information, or sell, license, publish, display, distribute or otherwise use such information except as authorized by this License. The term "Tiburon Confidential Information" shall include all Licensed Applications and any other Tiburon software applications (whether or not licensed to the Licensee), all Sublicensed Applications, and all Derivative Works, Enhancements, Maintenance Modifications and Documentation with respect thereto as well as any written information of a confidential nature clearly labeled by Tiburon as being confidential or otherwise indicated by Tiburon in writing as being confidential. The Licensee understands and agrees that Tiburon Confidential Information constitutes a valuable business asset of Tiburon, the unauthorized use or disclosure of which may irreparably damage Tiburon. In the event of the Licensee's breach or threatened breach of any of the provisions in this License, Tiburon shall be entitled to an injunction obtained from any court having appropriate jurisdiction restraining the Licensee from any unauthorized use or disclosure of any Tiburon Confidential Information.

6.2. Exclusions. Notwithstanding Section 6.1 hereof, Tiburon Confidential Information shall not include information which the Licensee can demonstrate by competent written proof (a) is now, or hereafter becomes, through no act or failure to act on the part of the Licensee, generally known or available or otherwise part of the public domain; (b) is rightfully known by the Licensee without restriction on use prior to its first receipt of such information from Tiburon as evidenced by its records; (c) is hereafter furnished to the Licensee by a third party authorized to furnish the information to the Licensee, as a matter of right and without restriction on disclosure; or (d) is the subject of a written permission by Tiburon to disclose.

6.3. Exceptions. Notwithstanding Section 6.1 hereof, disclosure of Tiburon Confidential Information shall not be precluded if:

(a) such disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof; provided, however, that the Licensee shall first have given notice to Tiburon and shall have made a reasonable effort to obtain a protective order requiring that the information to be disclosed be used only for the purposes for which the order was issued;

(b) such disclosure is necessary to establish rights or enforce obligations under this License, but only to the extent that any such disclosure is necessary for such purpose; or

(c) the Licensee received the prior written consent to such disclosure from Tiburon, but only to the extent permitted in such consent.

6.4. Survival. Unless mutually agreed otherwise in writing, the obligations hereunder with respect to each item of Tiburon Confidential Information shall survive the termination or expiration of this License.

7. Miscellaneous

7.1. Relationship. The relationship created hereby is that of Licensor and Licensee. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into Licenses of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

7.2. No Rights in Third Parties. This License is entered into for the sole benefit of the Tiburon and the Licensee and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in this License shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this License to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this License.

7.3. Entire License. This License sets forth the final, complete and exclusive License and understanding between Tiburon and the Licensee relating to the subject matter hereof and supersedes all quotes, proposals understandings, representations, conditions, warranties, covenants, and all other communications between the parties (oral or written) relating to the subject matter hereof. Tiburon shall not be bound by any terms or conditions contained in any purchase order or other form provided by the Licensee in connection with this License and any such terms and conditions shall have force or effect. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of Tiburon shall bind Tiburon or be enforceable by the Licensee unless specifically set forth in this License.

7.4. Amendments. No amendment or other modification of this License shall be valid unless pursuant to a written instrument referencing this License signed by duly authorized representatives of each of the parties hereto.

7.5. Assignment. Neither party hereto may assign its rights or obligations under this License without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that Tiburon may assign this License to its successor in connection with a sale of its business without obtaining consent of any party. Subject to the foregoing, each and every covenant, term, provision and License contained in this License shall be binding upon and inure to the benefit of the parties' permitted successors, executors, representatives, administrators and assigns. Any assignment attempted in contravention of this section will be void.

7.6. Governing Law. This License shall be governed exclusively by the internal laws of the State in which Licensee resides, without regard to its conflicts of laws rules nor giving effect to the choice of law principles thereof. Notwithstanding the above, in the event Licensee resides in a jurisdiction outside of the United States, License shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules nor giving effect to the choice of law principles thereof. The United Nations Convention on the International Sale of Goods shall not apply to any transactions contemplated by this License.

7.7. Venue. The state and/or federal courts located in the County and State of where Licensee resides shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this License. Each party hereby consents to the exclusive jurisdiction of such courts. Notwithstanding the above, in the

event Licensee resides in a jurisdiction outside of the United States, the state and/or federal courts located in Contra Costa County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this License. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this License.

7.8. Waiver. In order to be effective, any waiver of any right, benefit or power hereunder must be in writing and must be signed by an authorized representative of the party against whom enforcement of such waiver would be sought, it being intended that the conduct or failure to act of either party shall imply no waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this License. No waiver of any right, benefit or power hereunder on a specific occasion shall be applicable to any facts or circumstances other than the facts and circumstances specifically addressed by such waiver or to any future events, even if such future events involve facts and circumstances substantially similar to those specifically addressed by such waiver. No waiver of any right, benefit or power hereunder shall constitute, or be deemed to constitute, a waiver of any other right, benefit or power hereunder. Unless otherwise specifically set forth herein, neither party shall be required to give notice to the other party, or to any other third party, to enforce strict adherence to all terms of this License.

7.9. Severability. If any provision of this License shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this License, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this License shall remain in full force and effect.

7.10. Survival of Provisions. All provisions of this License that by their nature would reasonably be expected to continue after the termination of this License, including but not limited to Section 6.1, will survive the termination of this License.

7.11. Notices. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed as set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with the United States Postal Service, for courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and other communications regarding default or termination of this License shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective. Notwithstanding the above, notices to Licensee shall be sent to Licensee's address as set forth in the Quote.

Tiburon, Inc.
Attn: Contracts Manager
3000 Executive Parkway, Suite 500
San Ramon, CA 94583
Phone: 925-621-2700
Fax: 925-621-2799

7.12. Construction. The paragraph and section headings used in this License or in any exhibit hereto are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this License. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

ADDENDUM

THIS ADDENDUM, entered into on this ____ day of _____,
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. Executor 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. 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, 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.
 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 indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - 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 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:
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 (HIPPA).**

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
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. Notwithstanding the above, Contractor may assign this agreement to a successor of all or substantially all of Contractor's business upon notice to County.

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 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 accordance with the period of time set forth in Sec. 17 "Audt" hereunder. 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.

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 2 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.

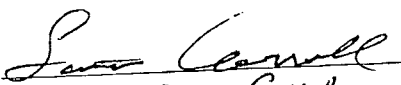
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears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

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

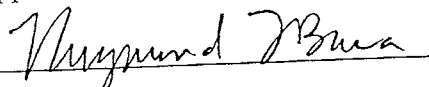
County of Oneida

By: 
Oneida County Executive

Contractor

By: 
Name: Scott Carroll

Approved as to Form only


Oneida County Attorney



D 629913

TIBURON

Tiburon PSaaS On Premise Subscription Service
DN CAD, TE RMS, IQR Fire RMS

For

Oneida County, NY



SUMMARY

	Yearly Price
Tiburon Solution	
Tiburon DN Mobile Software	
Tiburon TE RMS Software	
Tiburon IQR FIRE RMS Software	
Tiburon Analytics Software	
Tiburon Services	
Tiburon Data Migration Services	
Software Maintenance Services	
Subtotal	\$180,000
TOTAL TIBURON SOLUTION - YEARLY FIVE YEAR SUBSCRIPTION TERM	\$180,000
ONE TIME SET-UP FEES	\$80,000
GRAND TOTAL - FIVE YEARS SUBSCRIPTION TERM	\$950,000

The prices indicated above do not include installation and/or configuration of 3rd party software and/or hardware
Tiburon requires remote VPN access to the customer site (minimum 1Mbps)
***The price indicated above do not include maintenance, services and hardware value for the optional items**



Notes	Description	Qty	Total
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TIBURON MOBILE

Tiburon DN Mobile Software			Annually
	DN Mobile Server License (includes AVL)	1	
	DN Mobile Client License (includes AVL), per concurrent user	110	

TIBURON TE RMS

Tiburon TE RMS Software			Annually
	TE RMS Server License	1	
	TE RMS Client License	170	
	TE RMS TRACS Interface	1	
	TE RMS Livescan Digital Fingerprinting Interface	1	
	TE Additional NY State Forms	10	

TIBURON IQR FIRE RMS

Tiburon IQR FIRE RMS Software			Annually
	IQR Fire Server License	1	
	IQR Fire Client License	30	

TIBURON ANALYTICS

Tiburon Analytics Software			Annually
	Tiburon Analytics - Agency Edition	1	Included

TIBURON SERVICES

Tiburon Services			Annually
	DN Remote Project Management		Included
	TE Remote Project Management		Included
	DN Installation Services		Included
	TE Installation Services		Included
	IQR Fire RMS Services		Included
	Mobile Admin - Remote - 1 day - max of 4 students		Included
	Mobile Train The Trainer - Remote - 1 day - max of 8 students		Included
	TE RMS Remote Admin Training Services - 5 days, max of 4 students		Included
	TE RMS Onsite Train The Trainer Training Services - 4 days, max of 8 students		Included

TIBURON DATA MIGRATION SERVICES

Tiburon Data Migration Services			Annually
	Data Migration from Archonix XRMS		Included
	Data Migration from Legacy Archonix		Included
	Data Migration from SIS Migration		Included

TIBURON UPFRONT FEES

Notes	Description	Price	Total
	Tiburon Upfront Fees		Upfront
	One time Set-up fees to cover implementation services		
		Subtotal	\$50,000

TIBURON TOTAL PRICING

Notes

Note 1 This offer assumes that the customer will be providing all required computer hardware and Microsoft OS for servers and clients and Microsoft SQL server software.
The customer is responsible for pricing, ordering, staging and installing onsite all specified hardware and OS/SQL software.
Based on the proposed system configuration Tiburon is recommending the following:

Tiburon Mobile:

1	HP Proliant DL160 Gen8 1 x - Intel® Xeon® E5-2603 (4 core, 1.80 GHz, 10MB, 80W) 4 GB RAM 1 x HP 9.5mm SATA DVD RW Optical Drive 2 x HP 160GB SATA 300 Hard Drive RAID 1 configuration	DN-MOBILE
1	HP Proliant DL160 Gen8 1 x - Intel® Xeon® E5-2603 (4 core, 1.80 GHz, 10MB, 80W) 8 GB RAM 1 x HP 9.5mm SATA DVD RW Optical Drive 2 x HP 160GB SATA 300 Hard Drive RAID 1 configuration	RADIOIP
1	Intel Core 2 Duo Processor @ 1.6GHz 2 GB DDR2-SDRAM Serial Connection port (GPS device connection) Wireless Air Cards (HSDPA/3G/LTE cards) Note: Rugged laptop models are recommended (Panasonic Toughbook CF-53 or equivalent) License Windows 7 Professional SP1 (or Windows XP Pro SP3) 32 bit	Mobile CAD Clients
2	License Windows 2008 R2 Standard 64 bit	DN-MOBILE, RADIOIP



Tiburon RMS:

The requirements listed below are meant to be used as a basic guide for running Tiburon RMS. If further evaluation and consulting is needed, please contact Tiburon.

TBD	Windows XP Professional SP3 or higher ** Windows7 64 bit Install highly recommended Core 2 Duo Intel Base Processor 2.0 GH or higher 2 GB RAM (4 gig of RAM recommended) Minimum 80 GB hard drive or higher Minimum 19" Display Monitor 10/100/1000 NIC (Standard network connectivity) Speakers for audio alerts	RMS Clients
TBD	Windows XP Professional SP3 or higher ** Windows7 64 bit Install highly recommended Core 2 Duo Intel Base Processor 2.0 GH or higher 2 GB RAM 4 gig preferred when using a 64 bit OS 80 GB hard drive 17" Monitor 10/100/1000 NIC (Standard network connectivity) Must support wireless Internet access card Must support adequate number of USB ports for peripherals Must support adequate power (voltage) for peripherals (some scanners are not properly powered by certain notebooks) Important Note: There are known issues when using certain Panasonic notebooks so prior to making any purchases, please consult with Tiburon.	Mobile RMS Clients

Intel based Server with 2 Quad Core Xeon Processors	SQL Server Database: 8 Core Application/IS Server: 4 Core
16 GB of RAM (32GB recommended)	SQL Server Database: 16 GB of RAM Application/IS Server: 8 GB of RAM
1-2 TB storage across multiple drives with RAID-5 Note: Specific storage requirements are TBD based on an agency's current and projected needs.	SQL Server Database: 1-2 TB Application/IS Server: 500 GB Note: Specific storage requirements are TBD based on an agency's current and projected needs.
DVD/CDRW	N/A
(2) 10/100/1000 NIC	N/A
2 nd Server with Double Take Replication Software or Windows Clustering	VMware with High Availability OR Hyper-V: Microsoft Windows Server 2008 R2 Enterprise
Windows Server 2008 R2 Microsoft SQL Server 2008 R2 Symantec Backup Exec for server Symantec Backup Exec SQL agent Symantec Backup Exec Open File agent	Windows Server 2008 R2 (for VMware) Windows Server 2008 R2 Enterprise (for Hyper-V) Microsoft SQL Server 2008 R2 Appropriate Virtualization Licensing Symantec Backup Exec for server Symantec Backup Exec SQL agent Symantec Backup Exec Open File agent



Optional Hardware	
TBD	Printers
	HP Laserjet M601N B/W Laser printer for Head Quarters
	L-Tron/Brother Pocket Jet 622 Printer Plus for Vehicle(s)
	Car Adapter wired 14 foot length
	Dymo Labelwriter 450 turbo printer for Property Module:
TBD	Scanner
	Honeywell 4810LR Compact Area-Imaging Scanner

- Tiburon requires remote VPN access to the customer site (minimum 1Mbps)
- The minimum bandwidth dedicated to the application across sites is T1 (1.544 Mbps)

For optimal CAD, Mobile & RMS applications performance, these applications should function in a controlled environment on hardware that meets or exceeds the specifications mentioned in this quotation

The customer shall inform Tiburon of any 3rd party applications not purchased from Tiburon that the customer intends to operate on the same machine as Tiburon's CAD, Mobile & RMS applications. If the product is unfamiliar to Tiburon, the customer will request of its 3rd party vendor to provide technical information on its application. If Tiburon deems that certification testing is required to guarantee co-existence of the 3rd party application with the Tiburon application(s), certification services are outside the scope of this offer and shall be quoted separately.

Note 2 Mobile Data Terminals (MDT) and MDT mounting equipment are not included. They must be supplied and installed by the customer.

GPS equipment, antennas, adapters, etc. are not included. They must be supplied and installed by the customer.

The customer is required to purchase and install NMEA compliant GPS device with a serial or UDP interface, or a Trimble Placer450 GPS device.

Note 3 Installation costs cover the installation of 5 Mobile/AVL clients only. Customer is responsible for installing the remaining number of MDT's according to instructions provided by Tiburon.

This quote assumes that all Mobile Data Computers will be in one central location for ease of installation.

Mobile installation charges do not cover in-car installation. Computer installation in vehicles is assumed to be performed by the customer's vehicle maintenance organization.

Note 4 Tiburon RMS Remote Installation Services include remote installation of the RMS server license and 5 client licenses. This requires that the customer provides a high speed connectivity and that the RMS server is on an accessible network to allow Tiburon technical support personnel deployment of the RMS server software. Customer is responsible to install the remaining Tiburon RMS workstation licenses according to Tiburon's provided instructions.

Note 5 Customer is responsible to perform configuration data entry based on training provided by Tiburon based on data entry milestone timelines specified at the project kickoff meeting.

Note 6 The data to be converted and loaded into TE RMS will be sourced from the customer's existing RMS systems (Archonix XRMS, Legacy Archonix and SIS). Customer will provide the extracts of the data in an agreed acceptable format to acceptable format to Tiburon for conversion.

The following data will be converted and loaded from each RMS system:

1. RMS Master Name
2. RMS Master Location
3. RMS Event/Incidents
4. RMS Property
5. RMS Case
6. RMS Arrest

Limitations of Data Conversion

Tiburon will apply its best efforts to convert the data as identified above. In some cases conversion of all requested data to the new system may not be possible. For example, in the event the source data element does not have an equivalent field in TE RMS, that data element will not be migrated. Data will be converted as is and will not be changed/cleaned during the process

Note 7 Purchase of the Tiburon Analytics - Agency Edition also includes the Tiburon Analytics - Public Edition.



Terms

PRICING All prices are in U.S. Funds.
Taxes, if applicable, are extra.

PAYMENT One time payments payable upon contract signature.
Annual payments due the sooner of system Go Live or 6 months after contract signature.

VALIDITY 120 days

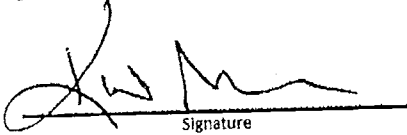
The Products and Services Quoted herein are provided on a term subscription period basis only with all Ownership remaining with Tiburon. Tiburon shall make the Service available to Customer pursuant to Tiburon's Standard Terms and Conditions.

The licenses granted to Client pursuant to the Subscription Agreement shall expire at the conclusion of the subscription period. Client's right to use the system shall terminate immediately upon completion of or termination for any reason of the Subscription Agreement, at which time Tiburon may terminate Client's access to the system without further notice.

In the event Client terminates the Subscription Agreement early, Client shall pay to Tiburon, within thirty (30) days, one-hundred percent (100%) of the remaining amount due under the Subscription Agreement. If for any reason, other than cause, Client terminates the Subscription Agreement, ceases use of the system, or delays payments, Tiburon reserves the right to suspend or terminate Client's access to the System and end Client's right to use the system further.

Approval Signature

By signing in the space provided below, I am representing that I am authorized to sign on behalf of Customer:


Signature

8/14/13
Date





Revision History

Revision Level	Reason for Revision	Date Revised
-	Original	August 12, 2013

Exhibit B

AMENDMENT ONE TO
MASTER SUBSCRIPTION AGREEMENT

This Amendment One (this "Amendment") to the Master Subscription Agreement (the "Agreement") dated August 16, 2013 between Tiburon, Inc. ("Tiburon"), with principal offices located at 9477 Waples Street, STE 100, San Diego, CA 92121, a TriTech Software Systems company ("TriTech"), and the County of Oneida through its Department of Emergency Services, which is located at 800 Park Ave., Utica, NY 13501 ("Customer") (referred to herein individually as a "Party," or collectively as the "Parties") is entered into effective as of the last date of signature below.

WHEREAS, the Agreement, attached as Exhibit E, includes clause 12.6 on page 6 relating to assignment of rights and obligations, which states: "Service Provider [Tiburon] may assign these Terms and Conditions in its entirety, without the consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, these Terms and Conditions shall bind and inure to the benefit of the parties, their respective successors and permitted assigns;" and

WHEREAS, TriTech is now the parent company of Tiburon, Inc., having acquired Tiburon, Inc. effective February 6, 2015; and

WHEREAS, TriTech and Tiburon work collectively to provide the full range of services listed in the Amendment and the Agreement; and

WHEREAS, the Agreement included the following Data Migration services (the "Original Data Migration Services"):

Data Migration from Archonix XRMS Data
Migration from Legacy Archonix Data
Migration from SJS Migration; and

WHEREAS, the Parties desire to modify completion and/or testing for E-Ticket, RIC1 submission, and the Intake Detention Module as further defined in Exhibit A attached hereto and incorporated into this Amendment by this reference; and

WHEREAS, Customer desires to delete the Original Data Migration Services from the project, and modify this purchase by entering into the IQ Subscription Service Use and License Agreement with TriTech, incorporated into this Amendment by this reference as Exhibit B.

NOW, THEREFORE, the Parties agree as follows:

1. Customer and Tiburon agree that the Original Data Migration Services will be deleted from the services to be provided under the original Agreement, and that the One Time Set-Up fee, as per the Agreement, will be reduced by \$45,502. The payment of this amount previously received for the One Time Set Up fee will be transferred by Tiburon to its parent company TriTech to be applied to the IQ Subscription Service Use and License

Agreement. Customer will see no change in price.

2. E-Ticket certification and testing, RICI submission testing, and the Intake Detention Module at Utica Police Department will be completed in accordance with Exhibit A attached hereto. Completion of the items identified in Exhibit A constitutes completion and acceptance of all contracted deliverables to be provided under the Agreement.
3. Exhibit C, incorporated into this Amendment by reference, details the new data migration services, as well as the project summary and cost allocation.
4. Data conversion will be completed in accordance with the template provided in Exhibit D, incorporated into this Amendment by reference.
5. Section 12.2 of the Agreement is amended to provide an updated notice address for Tiburon. The revised notice provision should contain the address:

Tiburon, Inc.
9477 Waples Street, STE 100
San Diego, CA 92121


6. Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the Agreement and this Amendment, the terms of this Amendment shall control.

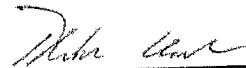
THE REMINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AMENDMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION, BUSINESS FORM OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

COUNTY OF ONEIDA

TIBURON, INC.


Accepted By (Signature)


Accepted By (Signature)

Anthony J. Picente, Jr.
Printed Name

Blake Clark
Printed Name

Oneida County Executive
Title

Chief Financial Officer
Title

11-30-17
Date

24 October 2017
Date

Approved:



Alison Stanulevich, Assistant County Attorney

EXHIBIT A

1. E-ticket certification and testing:

Deliverable: Rome PD gains approval of e-ticket submission XML from DMV, State Police and OCA

Due Date: October 20, 2017

Timeline

- a. Tiburon provides updated software containing bar code fix by August 10, 2017.
- b. Rome PD works with DMV to approve submission with no critical errors by September 1, 2017.
- c. Rome PD works with State Police to approve submission with no critical errors by September 20, 2017.
- d. Rome PD works with OCA to approve submission with no critical errors by October 10, 2017.
- e. Rome PD signs Task Completion Report for this deliverable by October 20, 2017.

2. Completion of RIC1 submission testing:

Deliverable: Rome PD exports one (1) arrest record to RIC1 and receives mugshot in TE arrest record

Due Date: October 6, 2017

Timeline

- a. Tiburon provides updated software with fix for event number formatting by August 10, 2017.
- b. Rome PD will provide all feedback related to RIC1 testing by August 21, 2017.
- c. Tiburon will complete critical kickbacks and provide updated software by September 15, 2017.
- d. Rome PD exports one (1) arrest record to RIC1 and receives mugshot in TE arrest record by September 29, 2017.
- e. Rome PD signs Task Completion Report for this deliverable by October 6, 2017.

3. Completion of Intake Detention Module at Utica PD:

Deliverable: Tiburon completes intake detention module and Utica finds no critical errors

Due Date: September 5, 2017

Timeline

- a. Tiburon completes work based on Utica feedback and provides updated software by August 10, 2017.
- b. Utica PD will complete final testing of intake detention module by August 21, 2017.
- c. Utica PD finds no critical errors in the intake detention module by September 1, 2017.
- d. Utica PD signs Task Completion Report for this deliverable by September 5, 2017.



TriTech Software Systems
9477 Waples Street, Ste. 100
San Diego, CA 92121
Phone: 858.799.7000
Fax: 858.799.7011
www.tritech.com

IQ Subscription Service License & Use Agreement

I. Subscription Service License and Use Agreement.

This Subscription Service License & Use Agreement (the "Agreement") is made by and between, TriTech Software Systems (hereinafter referred to as "TriTech") and the client named on the signature page attached hereto ("Client") as of the date that the quote accompanying this Agreement is executed by an authorized representative of both TriTech and the Client. TriTech and Client may also be referred to herein individually as "Party", or collectively as the "Parties".

II. Services; Software.

A. Under the terms of this Agreement, TriTech will be responsible for providing the following services ("Services"):

- (i) Hosting TriTech's software ("Software") for its IQ online programs and corresponding module(s) as indicated on in Addendum 2;
- (ii) Providing the Client with technical support for the Software as set forth in Schedule A ("Technical Support"), database hosting and other related services as further defined in the Addendum 2;
- (iii) Providing the Client with remote access to search Client's data and, if purchased, report on Client's data through the Software and the applicable database(s) for Authorized Users (as defined in Section III (B) hereof) for 24 hours per day, 7 days per week, except as otherwise provided in Schedule A hereto with respect to scheduled maintenance; and further provided, that TriTech shall not be responsible for connectivity issues due to an event of Force Majeure, as defined in paragraph B below;
- (iv) Providing the Client with certain user manuals and/or on-line Software education or other information on the TriTech website to assist Client with its use of the Software ("Documentation");
- (v) Enabling Client to update the applicable databases and obtain the agreed upon data processing output;
- (vi) Providing any other Software related services stated in Addendum 2 (together, the "Subscription Services"). Schedule A and any Documentation may be updated by TriTech from time to time in its sole discretion upon written notice to Client;
- (vii) Providing the Client with initial training as stated in Addendum 2; and
- (viii) Populating the Software and the associated database(s) with Client Information (as defined in Section VII (B) hereof) and otherwise assist Client with the setup of the Software (together, the "Implementation Services").
- (ix) If applicable, TriTech and Client shall mutually agree in writing on a schedule for transfer of data from Client's existing system to the applicable IQ application.

- B. Force Majeure. TriTech shall not be responsible for delays in performance, including connectivity issues, due to disruption of internet services, war, acts of terrorism, strike, fire, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, unavailability of facilities, equipment or software from suppliers, the actions or omissions of Client or its officers, directors, employees, agents, contractors or elected officials and/or other similar occurrences beyond TriTech's reasonable control.
- C. This Agreement allows Client to use the Software located on TriTech's servers, to which Client will be granted limited remote access. Client shall not receive a physical copy of the Software in any form, but will have the ability to use the Software on TriTech's servers, and to access the Software remotely as directed by TriTech.

III. License; Access.

- A. Provided that Client has paid the applicable Fees (as defined in Section IV (A) hereof), TriTech grants to Client a limited non-exclusive, non-transferable license to use the Subscription Services, including the Software located on TriTech's servers, through Client's computer(s) for Client's internal operational use only for the Term set forth in Section V unless otherwise agreed to by TriTech in writing, and TriTech shall perform the applicable Implementation Services for the Client. The Subscription Services may only be accessed by an Authorized User. Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Subscription Services or the Software available to third parties other than any third-party Authorized Users.
- B. For purposes of this Agreement, an "Authorized User" is an individual (i) who is an employee of Client, a contractor or other representative of Client and (ii) who has been properly issued a valid password that subsequently has not been deactivated.
- C. Access to the Subscription Services by Authorized Users is enabled only by passwords to Authorized Users. Client is solely responsible for the management and control of those passwords and Authorized Users shall not be permitted to disclose or transfer a password to any third party. Client shall assign a "Client Administrator" to provide such password management and control. Upon request by Client, additional Authorized Users' passwords shall be activated by TriTech.
- D. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of TriTech's security and data protection process and procedures and, (ii) that TriTech will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify TriTech. TriTech reserves the right to deactivate a compromised password immediately upon notice from Client without further notice to Client or the affected Authorized User. TriTech shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Client and use of these passwords within Client's organization in compliance with the terms of this Agreement.
- E. The number of Authorized Users having the ability to access the Subscription Services at any single moment in time shall be specified in Addendum 2.

IV. Fees; Payment; Taxes.

- A. Implementation fees, and subscription fees for the Initial Term of this Agreement as set forth in Addendum 2 (\$45,501.84) have already been paid in full (see Amendment One dated [REDACTED] to the Master Subscription Agreement between Tiburon, Inc., a TriTech Software Systems company, and Client).
- B. Thereafter, annual subscription fees will be invoiced in accordance with the terms of this Agreement. Client shall pay the applicable subscription fees and charges set forth in the Renewal Notice (together, "Fees") to be provided prior to the end of each annual subscription term as further defined below.
- C. TriTech shall notify Client prior to the end of the initial subscription term of the subscription fees for the first renewal term. Unless otherwise agreed in writing, subscription fees shall be due on or before the commencement of each annual subscription term. Subscription fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%.
- D. All amounts due and payable to TriTech hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid.

Remittance Address for Payments Only:

TriTech Software Systems
P.O. Box 203223
Dallas, TX 75320-3223

- E. Payments may be made by check, wire transfer, or Automated Clearing House ("ACH"). TriTech will provide banking information if Client requests to pay by wire transfer or ACH.
- F. Any amounts payable pursuant to this Agreement are to be net to TriTech and shall not include taxes or other governmental charges or surcharges, if any. In addition to the fees and charges due TriTech under this Agreement, Client shall remain liable for and shall pay all local, state, and federal sales, use, excise, personal property, or other similar taxes or duties, and all other taxes, which may now or hereafter be imposed upon this Agreement or possession or use of the Software, excluding taxes based on TriTech's income.

V. Term and Termination; Suspension of Services.

- A. This Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of one (1) year ("Initial Term") from the date of activation unless the Agreement is otherwise terminated as set forth herein. The "date of activation" will be defined as the date of the completion of Admin Training, at which time the Client will be able to access the system and authorize users.
- B. At the conclusion of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless one Party notifies the other Party in writing of its decision not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. (The Initial Term and any Renewal Term collectively are referred to herein as the "Term").

- C. Either Party may terminate this Agreement (i) immediately if the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, or (ii) immediately if the other party becomes the subject of an involuntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing.
- D. Client may terminate this Agreement if TriTech breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same.
- E. In addition to the circumstances as described in Subsection V(F) below, TriTech may terminate the Agreement at any time upon thirty (30) days prior written notice to the Client. In the event of termination by TriTech pursuant to this Subsection V(E), Client shall be entitled to a refund of a prorated portion of the annual subscription fees already paid for the then-current Term.
- F. If Client's scheduled Subscription Services payment or any other amount due and owing by Client to TriTech is delinquent, TriTech may, in its sole discretion, immediately terminate or suspend all or any portion of the Services forty-five (45) days after the date payment is due.
- G. Upon the effective date of expiration or termination of this Agreement: (i) TriTech will immediately cease providing Client with any Services it is providing and any other applicable component of the Services; (ii) all issued passwords shall be deactivated; and (iii) Client shall immediately pay in full to TriTech any and all monies that are owed by the Client to TriTech under this Agreement for the Services furnished up to the effective date of the Agreement's termination or expiration.
- H. Upon TriTech's reasonable belief that tortious or criminal or otherwise improper activity may be associated with Client's utilization of the Services, TriTech may, without incurring any liability, temporarily suspend or discontinue the Services pending investigation and resolution of the issue or issues involved.
- I. If all or any components of the Services have been terminated as a result of a breach by Client, or suspended as provided herein, and Client requests that all or any component of the Services be restored, TriTech has the sole and absolute discretion whether or not to restore such Services; and further, any such restoration shall be conditioned upon TriTech's receipt of all Fees due and owing hereunder.
- J. In the event of expiration or termination of this Agreement for any reason, each Party shall promptly return to the other Party or destroy all copies of the other Party's Confidential Information (including notes and other derivative material) that it has received pursuant to Section VII hereof. Within thirty (30) days of termination or expiration of the Agreement, TriTech shall remove and destroy Client's data. TriTech will not return the data to the Client as the Client still retains the source data.
- K. Sections IV, V, VII, VIII, IX, X, XI, XII, XIII and XIV shall survive any termination of this Agreement, as well as any other obligations of the Parties that contemplate performance by a Party following the termination of this Agreement.

VI. Client Responsibilities.

- A. In conjunction with its obligation to participate in the Implementation Services, Client will assign personnel with the required skills and authority to perform the applicable tasks effectively and, further, will make best efforts to meet its obligation to supply information and otherwise assist as necessary to effect the commencement of the Subscription Services via the Implementation Services. Management of Client's responsibilities in conjunction with the Subscription Services after implementation shall be assigned to a Client Administrator who has attended training offered by TriTech to Client. The Client Administrator that the Client appoints may be replaced at any time at the sole discretion of the Client upon Client's written notice to TriTech so long as the newly appointed Client Administrator has attended TriTech's training. Client will be charged additional fees for any such training for Client's employees beyond the initial training for the Software that is a part of the Implementation Services.
- B. Client is responsible for providing hardware, operating system and browser software that meets TriTech's technical specifications, as well as providing and maintaining a fast, stable, high speed connection and remote connectivity.
- C. Client is solely responsible for the integrity of all data and information that is provided to TriTech under this Agreement (i.e., the Client Information), including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services. Further, it is solely Client's responsibility to assure that the initial and one-time importing of the Client Information into Client's database by TriTech has been properly performed, acknowledging that thereafter the completion of the initial setup of all Code Files not already populated by TriTech and the input and modification of Client's database shall be performed solely by Client. The Client Information that is to be included in Client's database shall be provided by Client in a digital form that complies with the requirements of the Client Information format as stated in TriTech's policy for inputting Client Information in any Documentation TriTech provides to Client. In addition, Client is solely responsible for the accuracy of any and all reports, displays and/or uses of Client Information, whether or not TriTech assisted Client with the development or construction of such reports and displays and other uses of the Client Information.
- D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.
- E. Client is responsible for maintaining an active e-mail account for correspondence with TriTech.
- F. Client is responsible for maintaining the required certifications for access to Client's state CJIS systems(s), NCIC and/or other local state, federal and/or applicable systems.
- G. Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable IQ application.

VII. Confidentiality, Privacy and Business Associate Provisions.

- A. In association with the execution of this Agreement and TriTech's participation in the use and support of the Software, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of TriTech, the Software and its contents, sales and marketing plans and other similar information (hereinafter referred

to as "Confidential Information"). Client acknowledges that the Software itself represents and embodies certain trade secrets and confidential information of TriTech. Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Client shall not disclose any of TriTech's trade secrets or confidential information without TriTech's prior written consent for any such disclosure.

- B. In association with the execution of this Agreement and the participation of TriTech in the support of the Software, TriTech has obtained or will obtain confidential information of Client regarding the business of Client, Client Information for its utilization in connection with providing the Services to Client, the records of patients served by Client, accounts payable and accounts receivable of Client, trade secrets, customer lists, and other similar information. TriTech shall not disclose any of Client's confidential information without Client's prior written consent for any such disclosure. "Client Information" means confidential information about Client's business or its customers that (i) Client and/or its customers deliver to TriTech for use in its implementation of the Services, which Client subsequently updates and otherwise modifies, and (ii) TriTech hosts on services for access by and transmission to the Authorized Users via the Internet. TriTech shall not use any Client Information except as expressly set forth in this Agreement.
- C. In addition to TriTech's obligations regarding nondisclosure of Client Information set forth above, in the event that TriTech is a "Business Associate," and Client is a "Covered Entity" pursuant to 45 C.F.R. § 160.103, TriTech shall perform its obligations under this Agreement with respect to Protected Health Information ("PHI") as provided in Addendum 1 attached to this Agreement.
- D. Notwithstanding any provisions of this Agreement to the contrary, Client may terminate this Agreement if Client determines that TriTech has violated a material term of this Agreement with respect to its functions as a Business Associate in accordance with Addendum 1.
- E. Confidential Information other than PHI as defined in Addendum 1, shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.
- F. Each Party agrees to restrict access to the Confidential Information of the other Party to those employees or agents who require access in order to perform the Subscription Services, Implementation Services or Additional Services, acknowledging that certain Confidential Information of each Party may be disclosed to Authorized Users as a necessary function of the Subscription Services; and, except as otherwise provided, neither Party shall make Confidential Information available to any other person or entity without the prior written consent of the other Party.
- H. Notwithstanding the foregoing, Client understands and agrees that TriTech may transfer Confidential Information of Client to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services;

provided that TriTech, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of TriTech's and Client's interests as the terms stated herein. Client acknowledges that TriTech shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

VIII. Ownership.

- A. TriTech owns all rights and title in and to the Services, including, without limitation, the Software, and any Developments, as that term is defined below. Further, Client agrees that the Subscription Services' screens and any output of the Services, excepting the Client Information, are the property of TriTech and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that TriTech places on any such screens or output of the Services. Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Subscription Services (including, without limitation, the Software and output of the Subscription Services), the deliverables from the Implementation or Additional Services or related Confidential Information, other than the right to use the Services and any applicable Confidential Information of TriTech during the Term, in accordance with this Agreement.

Client agrees that TriTech has and retains all rights to use any data and information relating to the Software and Services that it receives from Client including, without limitation, any information that constitutes, or results in, an improvement or other modification to the Software or the Services, but excluding the Client Information and PHI, or CJIS data.

As between the parties, TriTech agrees that all Client Information provided to TriTech under this Agreement for TriTech's use in connection with the Subscription Services is the property of Client; provided, however, TriTech shall have the right to retain Client Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible.

The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by TriTech in the course of providing technical support or otherwise, under this Agreement.

- B. Client will not have the ability to copy the Client Information entered onto the Software. Rather, TriTech shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

IX. Disclaimer; Limitation of Liability.

- A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- B. TRITECH DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. CLIENT AGREES TO INDEMNIFY TRITECH AGAINST ANY SUCH LIABILITY TO CLIENT, REGARDING THE CLIENT'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL TRITECH BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF TRITECH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.
- C. TRITECH DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR TRITECH'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON EITHER CLIENT'S OR TRITECH'S COMPUTER NETWORK.
- D. TRITECH REPRESENTS AND WARRANTS TO CLIENT THAT, TO TRITECH'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. TRITECH SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF TRITECH.
- E. IN NO EVENT SHALL TRITECH'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CLIENT AS FEES FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE EVENT THAT GAVE RISE TO SUCH CLAIM; OR, IN THE CASE OF BODILY INJURY OR PROPERTY DAMAGE, FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY TRITECH'S INSURANCE CARRIER(S), THE COVERAGE LIMITS OF SUCH INSURANCE.

X. Indemnification.

Client shall indemnify and hold harmless TriTech from, against, and in respect of the full amount of any and all liabilities, damages, and claims including without limitation, attorneys' fees, arising from, in connection with, or incident to the Client's use or misuse of the Software, except as may otherwise be agreed to in writing by the parties, and except as to any material breach of this Agreement by TriTech.

XI. Assignment.

Client shall not transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of TriTech, which permission shall not be unreasonably withheld. Any assignment without such express written permission of TriTech shall result in the automatic termination of this Agreement.

XII. Written Notices.

Written notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) (three) 3 days after mailing by the party when notices are sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

A. Written Notices to Client:

Oneida County
Department of Emergency Services
120 Base Rd.
Oriskany, NY 13424

B. Written Notices to TriTech:

TriTech Software Systems
9477 Waples Street, Ste. 100
San Diego, CA 92121
Attention: Contracts

XIII. Governing Law.

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of California, without regard to its conflict of law provisions.

XIV. Integration.


This Agreement contains the entire understanding between the parties and supersedes any proposal or prior agreement regarding the subject matter herein.

This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

ONEIDA COUNTY

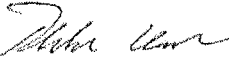

Accepted By (Signature)

Anthony J. Picone Jr.
Printed Name

Oneida County Executive
Title

11/30/17
Date

TRITECH SOFTWARE SYSTEMS


Accepted By (Signature)

Blake Clark
Printed Name

Chief Financial Officer
Title

24 October 2017
Date

Schedule A

TECHNICAL SUPPORT

This Schedule describes the terms and conditions relating to technical support that TriTech will provide to Client during the Term of the Agreement.

Product Updates:

From time to time TriTech may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Client is receiving technical support from TriTech on the general release date for an Update, TriTech will provide the Client with the Update and related Documentation.

Technical Support Services:

Telephone Assistance. Client will be given the telephone number for TriTech's support line and will be entitled to contact the support line during normal operating hours, (between 7:30am and 7:30pm Central Time) on regular business days, excluding TriTech holidays, to consult with TriTech technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

Critical Priority Telephone Assistance after Normal Customer Service Hours. After Normal TriTech Customer Service Hours, emergency support for IQ applications will be answered by our emergency paging service. When connected to the service, the Client shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a **Critical Priority Problem**).

Website Support. Online support is available 24 hours per day, offering Client the ability to resolve its own problems with access to TriTech's most current information. Client will need to enter its designated user name and password to gain access to the technical support areas on TriTech's website. TriTech's technical support areas allow Client to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

Software Problem Reporting. Client may submit requests to TriTech identifying potential problems in the Software. Requests should be in writing and directed to TriTech by e-mail, FAX, or through TriTech's Support website. TriTech retains the right to determine in its sole discretion the final disposition of all requests, and will inform Client of the disposition of each request. If TriTech decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.

Scheduled Maintenance. IQ applications may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the IQ Updates, operating system updates/patches and updates to other third party applications as needed. Clients are notified of maintenance periods via an email message.

TriTech Service Commitment

Provided that Client remains current on payment of its Subscription fees and provides equipment and remote connectivity that meet TriTech's recommended specifications, TriTech shall:

- Maintain the Subscription Services hosting infrastructure which includes OS updates, third party software updates, and hardware upgrades.
- Provide product version updates within thirty (30) days of general availability for Cloud operations.
- Perform daily backups of application files.
- Perform multiple daily database backups.

Exclusions from Technical Support Services:

TriTech shall have no support obligations with respect to any third party hardware or software product ("Nonqualified Product"). If TriTech provides support services for a problem caused by a Nonqualified Product, or if TriTech's service efforts are increased as a result of a Nonqualified Product, TriTech will charge time and materials for extra service at its current published rates for custom software services. If, in TriTech's opinion, performance of technical support is made more difficult or impaired because of a Nonqualified Product, TriTech shall so notify Client, and Client will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render technical support under this Agreement. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

Client Responsibilities:

In connection with TriTech's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

- 1) Provide hardware, operating system and browser software that meets TriTech's technical specifications, as well as a fast, stable, high speed connection and remote connectivity.
- 2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to TriTech are not due to hardware malfunction;
- 3) Maintain the designated computer system at the latest code revision level deemed necessary by TriTech for proper operation of the Software;
- 4) Supply TriTech with access to and use of all information and facilities determined to be necessary by TriTech to render the technical support described herein;
- 5) Perform any test or procedures recommended by TriTech for the purpose of identifying and/or resolving any problems;
- 6) At all times follow routine operator procedures as specified in the Documentation or any policies of TriTech posted on the TriTech website;
- 7) Other than TriTech's confidentiality obligations with respect to Client Information as set forth in Section VII of this Agreement, Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and

- 8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

Security

- 1) TriTech maintains a Security program for security managing access to Client data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. TriTech will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).
- 2) If required by the Client, TriTech will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the TriTech staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse TriTech for the cost of TriTech Security Approved Personnel travelling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable TriTech Offices. This provision will apply during the duration of this Agreement.

Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third party products - are not included in this priority matrix and are outside the scope of this Technical Support Schedule A.

This matrix defines the support issues, response times and resolutions for the Client's licensed IQ software application.

Note: Normal Customer Service Hours are 7:30am to 7:30pm (Central Time) on weekdays excluding holidays. Support after Normal Customer Service Hours is offered weekends, nights and holidays for Critical Priority issues only. Critical Priority (Priority 1) issues should always be reported via telephone at 800-987-0911.

Software Errors for other than Critical Priority may be reported via the web portal: TriTech.com; or email: CH_ClientServicesTriage@tritech.com. For IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com; IQ NEARme: omega-support@tritech.com.

Priority	Priority Definition	Response Times
Priority 1 – Critical Priority	<p>IQ Search and IQ Analytics. 24X7 Support for live operations on the production system. This is defined as the following:</p> <ul style="list-style-type: none"> The applicable IQ server is down and all workstations will not launch or function; the Client is experiencing complete interruption of ability to do perform queries. The applicable IQ system is inoperable due to data loss or corruption caused by TriTech Software <p>This means that one or more TriTech server components are down or inaccessible, disabling all usability of Client's IQ workstations</p> <p>These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered immediately and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Service Hours: Thirty (30) minute callback after client telephone contact to 800.987.0911,</p> <p>Priority 1 issues must be called in via 800.987.0911 to receive this level of response.</p> <p>There are no Priority 1 issues for: IQ CrimeView Dashboard IQ FireView Dashboard IQ CrimeMapping.com IQ NEARme</p>
Priority 2 – Urgent Priority	<p>Normal Customer Service Hours Support: A serious software error with no workaround and not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users from performing a common function. Such errors will be consistent and reproducible.</p> <p>Generally, this means that a significant number of the system IQ workstations are negatively impacted by this error (e.g. does not apply to a minimal set of IQ workstations). These Software Errors are defined in <i>Special Note #2</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative but not longer than 5 minutes.</p> <p>Priority 2 Issues for IQ Search, IQ Analytics, IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, and IQ NEARme are not managed after Normal Customer Service Hours.</p> <p>Customer Service Number 800.228.1059 for: IQ CrimeView Dashboard IQ FireView Dashboard IQ CrimeMapping.com IQ NEARme</p>

Priority	Priority Definition	Response Times
<p>Priority 3 - High Priority</p>	<p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, which has a workaround available, but which does negatively impact the User from performing common IQ system functions. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> • The IQ system is unable to transfer data from external system to IQ • The IQ system update causing system functions to be inoperative with no workaround <p>A significant number of IQ workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative.</p> <p>Priority 3 issues for IQ Search, IQ Analytics, IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, and IQ NEARme are not managed after Normal Customer Service Hours.</p> <p>Customer Service Number 800.228.1059 for: IQ CrimeView Dashboard IQ FireView Dashboard IQ CrimeMapping.com IQ NEARme</p>
<p>Priority 4 – Medium Priority</p>	<p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of User workflow but does not significantly impact their job function.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative.</p> <p>Priority 4 issues for IQ Search, IQ Analytics, IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, and IQ NEARme are not managed after Normal Customer Service Hours.</p> <p>Customer Service Number 800.228.1059 for: IQ CrimeView Dashboard IQ FireView Dashboard IQ CrimeMapping.com IQ NEARme</p>
<p>Priority 5 – Low Priority</p>	<p>Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions would be a part of this level.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative.</p> <p>Priority 5 issues for IQ Search, IQ Analytics, IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, and IQ NEARme not managed after Normal Customer Service Hours.</p> <p>Customer Service Number 800.228.1059 for: IQ CrimeView Dashboard IQ FireView Dashboard IQ CrimeMapping.com IQ NEARme</p>

Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	TriTech will work (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible.
Priority 2 – Urgent Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	TriTech will work to provide the Client with a solution that allows the Client to resume normal operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible.
Priority 3 – High Priority	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration Impact of the issue on the Client, TriTech’s User base, and the date of submission. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Medium Priority	If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.
Priority 5 – Low Priority	Low Priority issues are logged by TriTech and addressed at the company’s discretion according to TriTech’s roadmap planning process.	There is no guaranteed resolution time for Low Priority Issues.

Special Note #1: Priority 1 – IQ and Analytics Critical Priority issues meeting the previously noted criteria are defined as follows:

- a. The IQ server is down and all workstations will not launch or function; the Client is experiencing complete interruption of ability to do perform queries.
- b. The IQ system is inoperable due to data loss or corruption caused by TriTech Software

There are no Priority 1 issues for IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, or IQ NEARme.

Special Note #2: Priority 2 Urgent Priority issues meeting the previously noted criteria are defined as follows:

- a. The IQ System has a serious Software Error that severely impacts the ability of Users to perform critical work functions. Such errors will be consistent and reproducible.
- b. The IQ system is unable to generate and render reports

ADDENDUM 1

BUSINESS ASSOCIATE ASSURANCE

In the event that TriTech Software Systems (referred to herein as "TriTech") is deemed to be a "Business Associate" of Customer, and Customer is a "Covered Entity," as those terms are defined in 45 C.F.R. § 160.103, TriTech, effective on or after April 14, 2003, or such other implementation date established by law, will carry out its obligations under this Agreement in material compliance with the regulations published at 65 Federal Register 82462 (December 28, 2000) (the "Privacy Regulations") pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable, protected health information ("PHI") that is collected, processed or learned in connection with TriTech supplied services. In conformity therewith, Contractor agrees that it will use its reasonable best efforts to:

- Not use or further disclose PHI except: (i) as permitted under separate TriTech Support Agreement; (ii) as required for the proper management and administration of TriTech in its capacity as a HIPAA Business Associate of Customer, in the event TriTech is deemed to be a Business Associate of Customer for these specified purposes; or (iii) as required by law;
- Use appropriate reasonable safeguards to prevent use or disclosure of PHI except as permitted by the TriTech Service Agreement;
- Report to Customer any use or disclosure of PHI not provided for by the TriTech Service Agreement of which TriTech becomes aware;
- Ensure that any agents or subcontractors to whom TriTech provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to TriTech with respect to such PHI;
- Make PHI available to the individual who has a right of access as required under HIPAA in the event TriTech maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available for amendment and incorporate any amendments to PHI when notified to do so by Customer in the event that TriTech maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available to Customer the information required to provide an accounting of the disclosures of PHI, if any, made by TriTech on Customer's behalf, provided such disclosures are of the type for which an accounting must be made under the Privacy Regulations;
- Make its internal practices, books and records relating to the use and disclosure of Customer's PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Customer's compliance with HIPAA and the Privacy Regulations;
- At the termination of the TriTech Service Agreement, return or destroy all PHI received from, or created or received by TriTech on behalf of Customer. In the event the return or destruction of such PHI is infeasible, TriTech' obligations as defined in this Business Associate Assurance shall continue in force and effect so long as TriTech possesses any PHI, notwithstanding the termination of the Agreement for any reason. Notwithstanding any provisions of the TriTech Service Agreement to the contrary, Customer may terminate the Agreement if Customer determines that TriTech has violated a material term of the Agreement with respect to its functions as a Business Associate.
- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic

Protected Health Information ("e-PHI") that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Security Rule at 45 C.F.R. §164.308, *et seq.*

- Implement reasonable and appropriate policies and procedures to comply with the standards, required implementation specifications, or other requirements of the Security Rule that apply to Business Associates.
- Promptly report to Covered Entity any Security Incident of which it becomes aware.
- Comply with applicable breach notification provisions and notify Customer of a breach of unsecured PHI in accordance with Subpart D of 45 C.F.R. Part 164, as applicable.

Permitted and Required Uses and Disclosures by TriTech

Except as otherwise limited by the Agreement, TriTech may use or disclose PHI as necessary to perform any and all functions, activities, or services for, or on behalf of Customer if such use or disclosure of PHI would not violate applicable laws and regulations relating to the privacy and security of PHI. Except as otherwise limited in the Agreement, TriTech may use PHI for the proper management and administration of TriTech or to carry out the legal responsibilities of TriTech. TriTech may disclose PHI for those purposes required or otherwise permitted under applicable law or regulations. Except as otherwise limited by the Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B) if TriTech has been otherwise engaged by Customer to perform these services.

ADDENDUM 2

IQ Implementation Service Fee(s)	Unit Price	Qty	Total Price
IQ Search 1/2 Day Admin Training (Remote)	\$700.00	1	\$700.00
IQ Search 1/2 Day End User Training (Remote)	\$700.00	1	\$700.00
<i>IQ Implementation Service Fee(s) Subtotal:</i>			\$1,400.00

Project Related Fees	Unit Price	Qty	Total Price
Project Management	\$5,145.84	1	\$5,485.84
Data Migration from Archonix Legacy to IQ	\$12,252.00	1	\$12,252.00
Data Migration from Archonix XRMS to IQ	\$12,252.00	1	\$12,252.00
Data Migration from Utica PD Pamet to IQ	\$12,252.00	1	\$12,252.00

Product Name	Unit Price	Qty	Total Price
IQ Search (A - 1-10 Concurrent Users) One Year Subscription	\$2,200.00	1	\$2,200.00

Project Total: \$45,501.84

Proposal/Sales Quotation

Quotation QUO-98167-8ZTHA8: Quotation Date: 8/03/2017 REV.

General & Client Information	
Agency Name: Oneida Department of Emergency Services	Bill To: 120 Base Rd. Oriskany NY USA 13424
System Description: Oneida County - Data Conversion Into IQ	
Client Contact: Kevin Revere	
Contact Phone: (315) 765-2526	Ship To: 120 Base Rd. Oriskany NY USA 13424
Contact Email: krevere@ocgov.net	
Expiration Date: 9/30/2017	
Presented By: Rob Lowers	

Project Products & Services

TriTech Implementation Service Fee(s)

IQ Implementation Service Fee(s)	Unit Price	Qty	Total Price
IQ Search 1/2 Day Admin Training (Remote)	\$700.00	1	\$700.00
IQ Search 1/2 Day End User Training (Remote)	\$700.00	1	\$700.00
<i>IQ Implementation Service Fee(s) Subtotal:</i>			\$1,400.00

TriTech Implementation Service Fee(s) Total: \$1,400.00

Project Related Fee(s)

Product Name	Unit Price	Qty	Total Price
Project Management	\$5,145.84	1	\$5,145.84
Data Migration from Archonix Legacy to IQ	\$12,252.00	1	\$12,252.00
Data Migration from Archonix XRMS to IQ	\$12,252.00	1	\$12,252.00
Data Migration from Utica PD Pamet to IQ	\$12,252.00	1	\$12,252.00

Project Related Fee(s) Total: \$41,901.84

Recurring Fee(s) (Year 1)

Product Name	Unit Price	Qty	Total Price
IQ Search (A - 1-10 Concurrent Users) One Year Subscription	\$2,200.00	1	\$2,200.00

Recurring Fee(s) (Year 1): \$2,200.00

Project Total: \$45,501.84

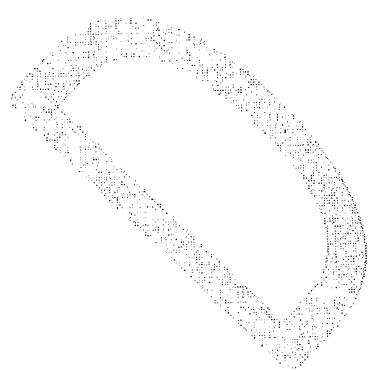
Estimated Sales Tax: (State: at %)	Taxable sales: \$0.00	Subtotal: \$45,501.84
		Sales Tax Amount: \$0.00

Quote Total: \$45,501.84

Recurring Fee(s) (Year 2)

Product Name	Unit Price	Qty	Total Price
IQ Search (A - 1-10 Concurrent Users) One Year Subscription	\$2,200.00	1	\$2,200.00

Recurring Fee(s) (Year 2): \$2,200.00



Summary Information & Project Notes

TriTech proposes a legacy RMS data conversion to Inform IQ from 3 data sources Archonix (2 databases) and Pamet RMS into Inform IQ.

There may be situations where there are differences in the data used in the current system and the proposed TriTech system. Key issues to consider are the standardized data elements that are used by the respective systems and the data integrity rules used by the respective systems for minimum required data. These factors can impact a variety of data types.

TriTech understands the critical nature of the Client's legacy RMS data and will work closely with subject matter experts at your agency. TriTech proposes a legacy RMS data conversion to Inform IQ from 3 data source.

TriTech will provide a SQL database template that includes all data elements available in the Inform IQ data conversion. The template includes the most widely used fields and provides the greatest value for Inform IQ users.

Entity	Source	IQ Conversion
Master Person Indices (MPI)	Archonix Database	Master Persons only
	Pamet Database	associated to imported entities listed below
Arrest	Pamet Database	Arrest
Incidents	Pamet Database	Incidents
Warrant	Pamet Database	Warrants

Assumptions:

- » The Client is responsible for extracting the legacy data into the TriTech template. The Client will provide at least one initial extract of data for TriTech testing purposes, plus one final extract.
- » TriTech's Cost Proposal assumes the Client will complete the mapping of data between the legacy system and the proposed Inform system
- » During the data conversion process, TriTech will convert legacy data into the Inform IQ.
- » No Master Name resolution will occur as part of the data conversion. It is the client's responsibility to perform any necessary MasterName resolutions prior to submitting the data to TriTech
- » Prior to go-live, the client will provide TriTech a final SQL Server backup of the populated template tables. Any data entered or modified in the legacy system after this point will require manual data entry and modification in the Inform IQ system post data conversion.
- » Multiple go-live dates will not be supported.
- » The client must populate all TriTech Application code tables prior to the final data conversion.

- » The Client must perform any necessary “data scrubbing” of their source data and code tables prior to delivery to TriTech. TriTech will assume that all data delivered is legitimate to use in the Data Conversions.
- » Only the fields identified in the Appendix are included as part of the data conversion.
- » The Client must provide a Subject Matter Expert (SME) and make them available for consulting throughout the project. Adequate client response and data sample feedback are critical to the success of the data conversion. Client failure to satisfy this requirement could result in project delays and/or unsatisfactory results.
- » Once TriTech has installed the initial TriTech IQ database and data entry software at the Agency, the Client will take appropriate steps to acquaint themselves with the modules included in the Data Conversion.
- » TriTech will provide an Operational Scenario Document (OSD) prior to executing the data conversion.
- » Existing TriTech projects or database fields will not be modified as part of the data conversion.
- » TriTech will provide the client with a detailed data conversion schedule that contains critical milestones that must be met by both the client and TriTech.

TriTech's Cost Proposal assumes the client will support any component and/or integration testing required to facilitate the timely delivery of the conversion.

Timely approval of documentation, support of remote deployment tasks (to include providing secure and reliable remote network access for installation, training and support) and execution of any acceptance testing will be incorporated as part of any resulting contract with TriTech

TriTech's Cost Proposal does not include any products, services or other fees that might be assessed by the legacy system or any other third-party for enabling the integration as described.

Terms and Conditions

Payment terms are as follows

N/A – payment of \$45,502 previously received from Client for Data Migration Services under the Tiburon Master Subscription Agreement will be transferred to TriTech and applied to this Sales Order/Quotation.

Subscription License Terms:

The software included in this Proposal/Sales Quotation is provided on a subscription basis. All software and services quoted herein are governed by the terms of TriTech's Subscription Services License & Use Agreement, a copy of which is attached to this quote, unless a fully executed version of this agreement is already in place between your agency and TriTech.

Training Terms:

In the event Client cancels a training course scheduled to be conducted on-site at Client's premises, TriTech shall be entitled to reimbursement of any fees TriTech may incur associated with cancellation of travel and lodging for such training course.

TriTech reserves the right to assess \$1,000 cancellation fee for the training classes that are cancelled any later than 5 business days prior to the first day of the class, plus any additional fees or charges associated with the cancellation and rebooking of the airline tickets and other travel arrangements.

TriTech reserves the right to assess 25% of the services fee, up to \$1,000 as cancellation fee for any remote, or onsite installation services work that are cancelled by the Client at no fault of TriTech any later than 5 business days prior to the date of performing the work. This may include the services that are cancelled or rescheduled due to the client's infrastructure not meeting the minimum requirements for the installation, lack of preparation of the site based on TriTech's documentation, issues with remote connectivity, or other barriers that result in the work being cancelled.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of quotation and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

General Terms:

The items in this quotation are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

The scope of Deliverables for this order will be limited to the Software, Services, and Support and Maintenance that is explicitly listed herein for the listed quantities.

This order provides Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this quotation for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Quotation as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Quotation Issued by: Ann Conway Email: ann.conway@tritech.com Phone: (858) 799-7929	<u>Send Purchase Orders To:</u> TriTech Software Systems 9477 Waples Street, Suite 100 San Diego, CA 92121 Or Email: salesadmin@tritech.com Or Fax: (858) 799-7015
	<u>Remit Payments To:</u> TriTech Software Systems PO Box # 203223 Dallas, TX 75320-3223

Accepted for Client

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, check the appropriate box below and, either, (i) attach a copy of this quotation to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this quotation to 1-858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.

- Purchase Order required and attached, reference PO# _____ on invoice.
- No Purchase Order required to invoice.

Please check one of the following:

- I agree to pay any applicable sales tax.
- I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

Client Agency/Entity Name

Client Authorized Representative

Signature Client Authorized Representative

Title

Date

EXHIBIT D

Interface Name:	Inform IQ Data Conversion		
Create Date:	2/23/17	Version:	1.0
Interface Description:	TriTech proposes a legacy RMS data conversion to Inform IQ from 3 data sources Archonix (2 databases) and Pamet RMS into Inform IQ.		
Application:	Inform IQ	Language or Tool Used	Microsoft SQL

Incident

The following checked fields will be converted as part of the data conversion activities for this module. Once available, source data mapping will be documented in this table as well as any specific field related limitations/exceptions.

Note: Please provide a screen shot of the below checked items and number the fields on the screen shot accordingly. This helps provide our Data Conversion Analyst with the location of the data in your current system.

Incident Mapping

Convert	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Incident				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case_Number	[REQUIRED] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		[RMS_Case] Case Number
	Case_Description	[OPTIONAL] Stores a brief description of the case in the current record.		[RMS_Case] Case Description
Notes:	Investigate	May be defined in System Code Table Category (CASEDESC). [OPTIONAL] Stores a code describing if a case should be investigated or not.		[RMS_Case] Case Mgmt Status
	Mgmt_Status_Date	[OPTIONAL] The date the case was last updated.		[Case Management] Mgmt Status Date
	Submission_Date	[OPTIONAL] Stores the date the report was submitted to the state.		Database Only
	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		CA:CT:MI:NI:TX.Incident Street Address IL.Location Of Incident WI.Address
Notes:	Apartment	Intersections can be represented using a '//' designator. Example: MAIN ST // SPRING ST [OPTIONAL] Stores the apartment number for the address associated with the current record.		[Incident] Apartment
	Case_Status	[OPTIONAL] Stores the user-defined code that best describes the current status of the incident in the current record.		[Incident] Case Status

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	City	[OPTIONAL] City field for address associated with the current record.		[Incident] City
	Date_Incident	[OPTIONAL] Stores the date on which the Incident was perceived to be started.		[Incident] CA.Date/Time Started IL.Date/Time Occur From CT:MI:NI:TX:WI.Date Incident
	Date_Incident_End	[OPTIONAL] Records the date the incident was perceived to be finished.		[Incident] CA.Date/Time & Ended IL.Date/Time Occur To CT:MI:NI:TX:WI.Date Incident End
	Date_Report	[OPTIONAL] Stores the date the Incident was reported to the agency.		[Incident] CA.Date/Time Reported IL.Date/Time On Scene CT:NI:TX:WI.Date Reported
	Description	[OPTIONAL] Stores a brief description of the incident in the current record.		[Incident] CA:CT:NI:TX:WI.Brief Description of Incident IL:Description of Incident MI.Incident Description Database Only
	Jurisdiction	[REQUIRED] Agency-specific identifier used to segregate data in multi-agency installations.		[Narrative]
	Narrative	[OPTIONAL] Used to create a narrative record of the Incident		[Narrative]
	NarrativeImage	[OPTIONAL] Formatted text for the Narrative		[Narrative]
	NarrativeOfficerDate	[OPTIONAL] The date the officer wrote the Narrative		[Narrative] Date/Time
	Officer_ID	[OPTIONAL] Stores the jurisdiction-specific identification number for the officer associated with the current record.		[Incident] Officer_Id
	Officer_Name	[OPTIONAL] Stores the name of the police officer associated with the entity contained in current record.		[Incident] Officer Name
	PO_Box	This field description should match the Officer_ID [OPTIONAL] Stores the Post Office Box Number for the address associated with the current record.		[Incident] PQ Box
	State	[OPTIONAL] The state/province portion of the address associated with the current record.		[Incident] State
Notes	Zip	Must be defined in System Code Table Category {STT}. [OPTIONAL] Stores the zip code for the address associated with the current record.		[Incident] Zip

Incident Offense Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Incident Offense				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Bias_Motivation	[OPTIONAL] Stores the user-defined code that best represent any Bias contributing to the commission of the current offense		[Incident Offense] CA:CT:MI:NI:TX:WI.Bias Motivated Crime IL.Bias Motivation Bias Motivations
Notes:	Case_Number	May be defined in System Code Table Category {BMC} or {BIA}. [REQUIRED] Stores the jurisdiction specific case Identifier used to associate the current record with a case in RMS.		Database Only
	Counts	[OPTIONAL] Stores the number of times the current offense was said to have been committed.		[Incident Offense] Counts
	Felony_Misdemeanor	[OPTIONAL] Stores the user-defined code that best represents the general severity level of the current offense.		[Incident Offense] CA.Felony Misdemeanor IL.Fel/Mis
Notes:	Jurisdiction	May be defined in System Code Table Category {LEV}. [REQUIRED] Agency-specific Identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	Method_Of_Entry	[OPTIONAL] Stores the user-defined code that best represents means by which the suspect entered the structure where the current offense occurred.		[Incident Offense] Method Of Entry
	Offense_Location	[OPTIONAL] Stores the location where the current offense was committed.		[Incident Offense] Offense Location
Notes:	Penal_Code	For some states may be defined in System Code Table Category {LHC}. [OPTIONAL] State law (aka Penal Code, aka Statute) associated with the offense identified in current record.		[Incident Offense] CA.Penal.Code TX.Statute CT:NI:WI.Statute IL.ILCS
	Penal_Code_Description	[OPTIONAL] Stores the description for the state law stored in the penal_code field.		[Incident Offense] Penal Code Description Statute Description IL.CS Description NI.Statute Description
	UCR_Code	[OPTIONAL] Stores the Uniform Crime Reporting or the NIBRS offense code associated with the offense contained in current record. If applicable the associated UCR_Class and SubClass will be derived from this value.		[Incident Offense] UCR Code
	UCR_Code_Description	[OPTIONAL] Stores the description based upon the code stored in the UCR_Code field.		[Incident Offense] UCR Description
	Weapon_Code	[OPTIONAL] Stores the user-defined code that represents a type of weapon used during the committing of the current offense.		[Incident Offense] 1 Weapon Used
Notes:		May be defined in System Code Table Category {WPN} or {WEAP}.		

Incident Drug Mapping

Conv ent?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Incident Drug				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case_Number	[REQUIRED] Stores the jurisdiction specific case identifier used to associate the current record with a case in RMS.		Database Only
	Drug_Name	[OPTIONAL] Stores the name of the drug identified in Drug_Type		[Incident Drug] Drug Description
	Drug_Type	[OPTIONAL] Identifier used to denote the type of drugs identified in current record.		[Incident Drug] Drug Code
Notes:	Jurisdiction	Must be defined in System Code Table Category (DRT). [REQUIRED] Agency specific identifier used to segregate data in multi-agency installations.		Database Only
	Measure	[OPTIONAL] Stores the user-defined code that best represents the unit of measurement used for the drug described in the current record.		[Incident Drug] Measure
Notes:	Quantity	Must be defined in System Code Table Category (DRM). [OPTIONAL] Stores the amount of the drug described in the current record.		[Incident Drug] Quantity
	Status	[OPTIONAL] Stores the user-defined code that best represents the current status of the drug described by the current record.		[Incident Drug] Status
Notes:	Value	May be defined in System Code Table Category (TOL). [OPTIONAL] Stores estimated street value of drug in current record.		[Incident Drug] Value Est Street Value

Incident Name Mapping

Conv ent?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Incident Name				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Incident Name] Address
	Age	[OPTIONAL] Stores the age of the person contained in the current record at the time it was entered into the system, if the Entry_Type is PERSON		[Incident Name] Age
	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Incident Name] Apartment
	Business_Name	[OPTIONAL] Stores the name of the business contained in the current record, if the Entry_Type is BUSINESS.		[Incident Name] Business Name
	Case_Number	[REQUIRED] Stores the jurisdiction specific case identifier used to associate the current record with a case in RMS.		Database Only

Conv erty	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Cell_Phone	[OPTIONAL] Stores the current person's cell phone number.		[Incident Name] CA:MI.Cell Number IL:NI:TX.Cell Phone
	City	[OPTIONAL] City field for address associated with the current record.		[Incident Name] City
	Date_Born	[OPTIONAL] Stores the date of birth of the person contained in the current record, if the Entry_Type is PERSON		[Incident Name] Date Born
	Entry_Type	[REQUIRED] Identifier used to determine if current record contains data pertaining to a person or business.		[Incident Name] CA:CT:NI.Person/Business IL:MI:TX.WI.Entry Type
Notes:		This value can either be 'PERSON' or 'BUSINESS'		
	Ethnicity	[OPTIONAL] Stores the ethnic background of the person contained in the current record, if the Entry_Type is PERSON		[Incident Name]. Ethnicity
Notes:		Must be defined in System Code Table Category (ETH).		
	Eye_Color	[OPTIONAL] Stores the code that best represents the observed color of the person's eyes identified in current record.		[Incident Name] Eye Color
Notes:		Must be defined in System Code Table Category (EYC).		
	FBI_Number	[OPTIONAL] Federal Bureau of Investigation identification number assigned to person identified in current record		[Incident Name] FBI Number
	Hair_Color	[OPTIONAL] Stores the code that best represents the color of the hair observed for the person contained in current record.		[Incident Name] Hair Color
Notes:		Must be defined in System Code Table Category (HAC).		
	Height	[OPTIONAL] Stores the physical height for the person identified in current record.		[Incident Name] Height
	Involvement_Type	[REQUIRED] Stores the involvement relationship associated with the entity contained in current record as it pertains to the event being captured.		[Incident Name] Involvement Type
Notes:		Must be defined in System Code Table Category (INA).		
	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	License_Number	[OPTIONAL] Stores the driver's license number of the person contained in the current record.		[Incident Name] License Number
	License_State	[OPTIONAL] Stores the state from which the driver's license was issued for the person contained in current record.		[Incident Name] State
Notes:		Must be defined in System Code Table Category (STT).		
	Master_Name_Link	[OPTIONAL] Contains a database link to the Master_Name (if Master Names are imported separately)		Database Only
	Moniker	[OPTIONAL] Stores the moniker or nickname of the person contained in the current record, if the Entry_Type is PERSON		[Incident Name] Moniker
	Name_Last	[OPTIONAL] Stores the last name of the person, if the Entry_Type is PERSON.		[Incident Name] Last Name
	Name_First	[OPTIONAL] Stores the first name of the person, if the Entry_Type is PERSON.		[Incident Name] First Name

Conv Ent?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Name_Middle	[OPTIONAL] Stores the middle name of the person, if the Entry_Type is PERSON.		[Incident Name] Middle Name
	Name_Suffix	[OPTIONAL] The Suffix for the person's name such as Jr, III etc., if the Entry_Type is PERSON		[Incident Name] Suffix
	Phone1	[OPTIONAL] Primary phone number for the person/business		[Incident Name] CA:CT:IL:MI:NI:WI.Business. Phone 1 CA:CT:IL:MI:NI:TX:WI.Perso n.Home Phone
	Phone2	[OPTIONAL] Additional phone number for the person/business		[Incident Name] CA:CT:IL:MI:NI:TX:WI.Busin ess.Phone 2 CA:CT:IL:MI:NI:TX:WI.Perso n.Work Phone
	Place_Of_Birth	[OPTIONAL] Stores the location of birth for the person identified in current record.		[Incident Name] Place of Birth
	PO_Box	[OPTIONAL] Stores the Post Office Box Number for the address		[Incident Name] PO Box
	Race	[OPTIONAL] Stores the race code of the person, if the Entry_Type is PERSON		[Incident Name] Race
Notes:	SBL_Number	Must be defined in System Code Table Category (RAC). [OPTIONAL] State Bureau of Investigation identification number assigned to person identified in current record.		[Incident Name] CA.State ID Number IL:MI:NI.SBI Number TX:WI.SID
	Sex	[OPTIONAL] Stores the sex of the person, if the Entry_Type is PERSON		[Incident Name] Sex
Notes:	Skin	Must be defined in System Code Table Category (SEX). [OPTIONAL] Stores the user-defined code that best represents the observed skin type of the person contained in the current record.		[Incident Name] CA.Complexion CT:IL:MI:NI:TX:WI:Skin Type
Notes:	SSN	Must be defined in System Code Table Category (SKN). [OPTIONAL] Stores the social security number of the person, if the Entry_Type is PERSON		[Incident Name] SSN
	State	[OPTIONAL] The state/province portion of the address		[Incident Name] State
Notes:	Victim_Offender_Relation	Must be defined in System Code Table Category (STT). [OPTIONAL] Stores the user-defined code that best represents relationship of the person described in the current record if they are designated a victim and the Offender(s) of the current incident		[Incident Name] Victim Offender Relation
Notes:	Victim_Type	Must be defined in System Code Table Category (REL). [OPTIONAL] Stores the user-defined code that best represents the type of victim described in the current record.		[Incident Name] Victim Type
	Weight	Must be defined in System Code Table Category (VTY). [OPTIONAL] Stores the weight as observed for the person contained in current record.		[Incident Name] Weight
	Zip	[OPTIONAL] Stores the zip code for the address		[Incident Name] Zip

Incident Name Bodymarks Mapping

Conv. art?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Incident Name BodyMarks				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Incident_Name_ID	[REQUIRED] Stores the ID of the Incident_Name (person) whose bodymark this belongs to.		Database Only
	SMT	[OPTIONAL] Stores the scar, mark or tattoo code		[Scars Marks and Tattoos] SMT
	Type_SMT	[OPTIONAL] A sub-type used to further describe the SMT		[Scars Marks and Tattoos] Identification Sub Type
	SMT_Description	[OPTIONAL] Stores a brief description of scar, mark or tattoos on subject.		[Scars Marks and Tattoos] SMT Description
	Description	[OPTIONAL] Text that describes the SMT		[Scars Marks and Tattoos] Description
	Location	[OPTIONAL] The location of the SMT on the body		[Scars Marks and Tattoos] Body Location

Incident Property Mapping

Conv. art?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Incident Property				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case_Number	[REQUIRED] Stores the jurisdiction specific case identifier used to associate the current record with a case in RMS.		Database Only
	Color	[OPTIONAL] Stores the observed color of the current piece of property.		[Incident Property] CA:IL:NI:WI.Color MI.Property Color
	Class	[OPTIONAL] Stores the user-defined code that best represents the general category of the current piece of property.		[Incident Property] Class
Notes:		Must be defined in System Code Table Category {PRO}.		

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Date_Recovered	[OPTIONAL] Stores the date on which the current piece of property was recovered.		[Incident Property] CA:Date/Time Recovered CT:MI:NI:TX:WI.Date Recovered IL.Date and Time Recovered
	Description	[OPTIONAL] User supplied brief description of the property described in the current record.		[Incident Property] Property Description Database Only
	Incident_Name_ID	[OPTIONAL] Stores the ID of the Incident_Name (person) whose property this belongs to.		Database Only
	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		[Incident Property] Make
	Make	[OPTIONAL] Stores the make information for the current piece of property.		[Incident Property] Model
	Model	[OPTIONAL] Stores the model information for the current piece of property.		[Incident Property] Quantity
	Quantity_Si	[OPTIONAL] Stores the number of pieces of property are being described by the current record.		[Incident Property] Serial
	Serial	[OPTIONAL] Stores the serial number for the current piece of property		[Incident Property] Status
	Status	[OPTIONAL] Stores the user-defined code that best represents the current physical status for the current piece of property.		
Notes		Must be defined in System Code Table Category {STATUS}.		[Incident Property] CA:CT:NI:TX:WI.Property Value IL.Value
	Value_Mn	[OPTIONAL] Stores the initial value of the property prior to involvement in the current incident.		

Incident Vehicle Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Incident Vehicle				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case_Number	[REQUIRED] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		Database Only
	Color	[OPTIONAL] Stores the described primary color for the current vehicle.		[Incident Vehicle] Color
	Comments	[OPTIONAL] Stores any additional user freeform observations concerning the current vehicle.		[Incident Vehicle] Comments Database Only
	Incident_Name_ID	[OPTIONAL] Stores the ID of the Incident_Name (person) whose vehicle this belongs to.		Database Only
	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		[Incident Vehicle] Make
	Make	[OPTIONAL] Stores the user-defined code that best represent the current vehicle's make.		
Notes		May be defined in System Code Table Category {VMA}.		

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Model	[OPTIONAL] Stores the user-defined code that best represents the model of the current vehicle.		[Incident Vehicle] Model
	Plate_Number	[OPTIONAL] License plate number associated with the vehicle identified in current record.		[Incident Vehicle] License Plate
	Plate_State	[OPTIONAL] Stores the state for which the license plate was issued for the vehicle contained in current record.		[Incident Vehicle] State of Plate
Notes:		Must be defined in System Code Table Category {STT}.		
	Plate_Year	[OPTIONAL] Stores the year of the license plate associated with the current vehicle.		[Incident Vehicle] Year of Plate
	Recovered_Date	[OPTIONAL] Stores the date the current vehicle was recovered.		[Incident Vehicle] When Recovered or Database Only
	Recovery_Code	[OPTIONAL] Stores the user-defined code that best describes the relationship between where the current vehicle was stolen and where it was recovered.		[Incident Vehicle] Vehicle Recovery or Database Only
Notes:		Must be defined in System Code Table Category {RECVEH}.		
	Recovery_Value	[OPTIONAL] Stores the estimated value of the current vehicle after recovery from the current incident.		[Incident Vehicle] Recovery Value or Database Only
	Status	[OPTIONAL] Stores the user-defined code that best represents the current vehicles disposition status.		[Incident Vehicle] Status
Notes:		Must be defined in System Code Table Category {SC}.		
	Stored_At	[OPTIONAL] Stores the current location of the vehicle after being impounded.		[Incident Vehicle] Stored At
	Style	[OPTIONAL] Stores the user-defined field that best represents the current vehicle's general style.		[Incident Vehicle] Style
Notes:		May be defined in System Code Table Category {STY}.		
	Vehicle_Type	[OPTIONAL] Stores the vehicle type identifier vehicle contained in current record.		[Incident Vehicle] Vehicle Type
Notes:		Must be defined in System Code Table Category {VT}.		
	VIN	[OPTIONAL] Stores the unique Vehicle Identification Number for the current vehicle.		[Incident Vehicle] VIN
	Year	[OPTIONAL] Stores the current vehicles year of manufacture.		[Incident Vehicle] Year
	Address	[OPTIONAL] The vehicle's owner's house number and street name for the address associated with the current record.		[Incident Vehicle] CA:CT:IL:NI:TX:WI,Address MI.1 Address
	Apartment	[OPTIONAL] Stores the vehicle's owner's apartment number for the address associated with the current record.		[Incident Vehicle] Apartment
	Business_Name	[OPTIONAL] Stores the vehicle's owner's name of the business contained in the current record.		[Incident Vehicle] Business Name
	City	[OPTIONAL] Vehicle's owner's city field for address associated with the current record.		[Incident Vehicle] City
	Date_Born	[OPTIONAL] Stores the date of birth of the vehicle's owner contained in the current record.		[Incident Vehicle] Date Born

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Entry_Type	[OPTIONAL] Vehicle owner's Identifier used to determine if current record contains data pertaining to a person or business.		[Incident Vehicle] CT:TX.Person/Business CA:IL:MI:WI.Entry Type Database Only
	Master_Name_Link	[OPTIONAL] Used to associate the vehicle owner with the Master_Name table.		
	Name_Last	[OPTIONAL] Stores the vehicle's owner's last name identified in the current record.		[Incident Vehicle] Last Name
	Name_First	[OPTIONAL] Stores the vehicle's owner's first name identified in the current record.		[Incident Vehicle] First Name
	Name_Middle	[OPTIONAL] Stores the vehicle's owner's middle name identified in the current record.		[Incident Vehicle] Middle Name
	Name_Suffix	[OPTIONAL] The Suffix such as Jr, III etc. of the vehicle's owner associated with the current record.		[Incident Vehicle] Suffix
	Phone1	[OPTIONAL] Vehicle's Owner's primary phone number identified in the current record.		[Incident Vehicle] Phone
	Phone2	[OPTIONAL] Alternate phone number vehicle's owner identified in the current record.		[Incident Vehicle] Phone2
	PO_Box	[OPTIONAL] Stores the vehicle's owner's Post Office Box Number associated with the current record.		[Incident Vehicle] PO Box Database Only
	SSN	[OPTIONAL] Stores the social security number of the owner of the vehicle contained in the current record.		
	State	[OPTIONAL] The vehicle's owner's state/province portion of the address associated with the current record.		[Incident Vehicle] State
	Zip	Must be defined in System Code Table Category (STT). [OPTIONAL] Stores the vehicle's owner's zip code for the address associated with the current record.		[Incident Vehicle] Zip

Incident Narrative Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Incident Narratives				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case_Number	[REQUIRED] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		Database Only
	Jurisdiction	[REQUIRED] Agency-specific Identifier used to segregate data in multi-agency installations.		Database Only
	Narrative	[REQUIRED] The incident narrative		[Narrative]
	NarrativeImage	[REQUIRED] Formatted text for the Narrative		[Narrative]
	OfficerDate	[OPTIONAL] The date the officer wrote the Narrative		[Narrative] Date/Time
	OfficerID	[OPTIONAL] Stores the jurisdiction-specific identification number for the officer associated with the current record.		[Narrative] Officer ID

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Notes:	OfficerName	[OPTIONAL] Stores the name of the police officer associated with the entity contained in current record. This field description should match the Officer_ID		[Narrative] Officer Name
	SupervisorDate	[OPTIONAL] The date the supervisor reviewed the Narrative		[Narrative] Date/Time
	SupervisorID	[OPTIONAL] Stores the jurisdiction-specific identification number for the supervising officer		[Narrative] Supervisor ID
	SupervisorName	[OPTIONAL] Stores the name of the police officer associated with the ID entered in the SupervisorID field.		[Narrative] Supervisor Name
	Supplement	[OPTIONAL] Stores whether or not this narrative is the primary narrative or a supplement to the incident		[Narrative] Supplement

Arrest

The following checked fields will be converted as part of the data conversion activities for this module. Once available, source data mapping will be documented in this table as well as any specific field related limitations/exceptions.

Note: Please provide a screen shot of the below checked items and number the fields on the screen shot accordingly. This helps provide our Data Conversion Analyst with the location of the data in your current system.

Arrest Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Arrest				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case_Number	[OPTIONAL] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		[Arrest] Case Number
	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Arrest] Arrest Address
Notes:	Intersections can be represented using a '/' designator. Example: MAIN ST // SPRING ST			

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Arrest] Apartment
	Arresting_Officer_ID	[OPTIONAL] Stores the Jurisdiction-specific Identification number for the officer associated with the current record.		[Arrest] CA.Arresting/Holding Officer ID IL.Officer ID 1 WI. Officer_Id 2
Notes	Arresting_Officer_Name	[OPTIONAL] Stores the name of the police officer associated with the entity contained in current record. This field description should match the Arresting_Officer_ID		[Arrest] Arresting/Holding Officer Name
	Booking_Date	[OPTIONAL] Stores the date the Arrestee was booked		[Arrest] CA:CT:IL:MI.Booking Date TX:WI.Date Booked
	Booking_Officer_ID	[OPTIONAL] Stores the user-defined value for the identification number for the officer booking the arrestee for the current arrest.		[Arrest] Booking Officer ID
Notes	Booking_Officer_Name	[OPTIONAL] Stores the name associated with the ID in the Booking_Officer_Id field. This field description should match the Booking_Officer_ID		[Arrest] Booking Officer Name
	City	[OPTIONAL] City field for address associated with the current Record.		[Arrest] City
	Date_Arrest	[OPTIONAL] Stores the date the subject was arrested.		[Arrest] Date Arrest Database Only
	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		[Arrest] Reason
	Reason	[OPTIONAL] Stores the user-defined code that best describes the reason for the arrest.		[Arrest] Reason
Notes	State	Must be defined in System Code Table Category (REA). [OPTIONAL]The state/province portion of the address associated with the current record.		[Arrest] State
	Status	[OPTIONAL] Stores the code that best represents the status of the current arrest.		[Arrest] Status
	Transaction_Number	[REQUIRED] Stores the booking or transaction number for the arrest		[Arrest] Transaction Number
	Type_Arrest	[OPTIONAL] Stores user-defined code that best describes the type of arrest performed.		[Arrest] Type Arrest
	Warrant_Number	[OPTIONAL] Stores the warrant number associated to the current arrest.		[Arrest] Warrant Number
	ZIP	[OPTIONAL] Stores the zip code for the address associated with the current record.		[Arrest] Zip

Arrest Charge Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Arrest Charge				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case_Number	[OPTIONAL] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		Database Only
	Charge_Code	[OPTIONAL] Stores the charge, penal or statute code.		[Arrest Charge] CA,PC/Charge TX.Statute
	Charge_Code_Description	[OPTIONAL] Stores a description of the given charge, penal or statute code		[Arrest Charge] Statute Description
	Charge_Count	[OPTIONAL] Stores the number of counts associated with the current charge		[Arrest Charge] Counts
	Court_Docket	[OPTIONAL] Stores the court docket number.		Database Only
	Felony_Misdemeanor	[OPTIONAL] Stores the user-defined code that best describes the current charges felony or misdemeanor status		[Arrest Charge] Fel/Mis.
Notes	Jurisdiction	May be defined in System Code Table Category [LEV]. [REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	Transaction_Number	[REQUIRED] Stores the booking or transaction number for the arrest		Database Only
	UCR_Code	[OPTIONAL] Stores the Uniform Crime Reporting or the NIBRS offense code associated with the offense contained in current record.		[Arrest Charge] CA.Code CT:IL:MI:TX:WI.UCR Code
	UCR_Code_Description	[OPTIONAL] Stores Uniform Crime Reporting description. Populated from UCR_Code.		[Arrest Charge] CA:IL;TX.Offense Description CT.Statute Description MI:UCR Code Description WI:UCR Description

Arrest Name Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Arrest Name				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Arrest Name] Address
	Age	[OPTIONAL] Stores the age of the person contained in the current record at the time it was entered into the system, if the Entry_Type is PERSON		[Arrest Name] Age
	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Arrest Name] Apartment

Conv art?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Business_Name	[OPTIONAL] Stores the name of the business contained in the current record, if the Entry_Type is BUSINESS.		[Arrest Name] Business Name
	Cell_Phone	[OPTIONAL] Stores the current person's cell phone number.		[Arrest Name] Cell Phone
	City	[OPTIONAL] City field for address associated with the current record.		[Arrest Name] City
	Date_Born	[OPTIONAL] Stores the date of birth of the person contained in the current record, if the Entry_Type is PERSON		[Arrest Name] Date Born
	Entry_Type	[REQUIRED] Identifier used to determine if current record contains data pertaining to a person or business.		[Arrest Name] Entry Type
Notes	Ethnicity	This value can either be 'PERSON' or 'BUSINESS' [OPTIONAL] Stores the ethnic background of the person contained in the current record, if the Entry_Type is PERSON		[Arrest Name] Ethnicity
Notes	Eye_Color	Must be defined in System Code Table Category {ETH}. [OPTIONAL] Stores the code that best represents the observed color of the person's eyes identified in current record.		[Arrest Name] Eye Color
Notes	FBI_Number	Must be defined in System Code Table Category {EYC}. [OPTIONAL] Federal Bureau of Investigation identification number assigned to person identified in current record		[Arrest Name] FBI Number
	Hair_Color	[OPTIONAL] Stores the code that best represents the color of the hair observed for the person contained in current record.		[Arrest Name] Hair Color
Notes	Height	Must be defined in System Code Table Category {HAC}. [OPTIONAL] Stores the physical height for the person identified in current record.		[Arrest Name] Height
	Involvement_Type	[REQUIRED] Stores the involvement relationship associated with the entity contained in current record as it pertains to the event being captured.		[Arrest Name] Involvement Type
	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	License_Number	[OPTIONAL] Stores the driver's license number of the person contained in the current record.		[Arrest Name] License Number
	License_State	[OPTIONAL] Stores the state from which the driver's license was issued for the person contained in current record.		[Arrest Name] State
	Master_Name_Link	[OPTIONAL] Contains a database link to the Master_Name (if Master Names are imported separately)		Database Only
	Moniker	[OPTIONAL] Stores the moniker or nickname of the person contained in the current record, if the Entry_Type is PERSON		[Arrest Name] Moniker
	Name_Last	[OPTIONAL] Stores the last name of the person, if the Entry_Type is PERSON.		[Arrest Name] Last Name
	Name_First	[OPTIONAL] Stores the first name of the person, if the Entry_Type is PERSON.		[Arrest Name] First Name
	Name_Middle	[OPTIONAL] Stores the middle name of the person, if the Entry_Type is PERSON.		[Arrest Name] Middle Name
	Name_Suffix	[OPTIONAL] The Suffix for the person's name such as Jr, III etc., if the Entry_Type is PERSON		[Arrest Name] Suffix

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Phone1	[OPTIONAL] Main phone number for the person/business.		[Arrest Name] CA:CT:MI:TX:WI.Phone IL.Home Phone Database Only
	Phone2	[OPTIONAL] Additional phone number for the person/business		
	Place_Of_Birth	[OPTIONAL] Stores the location of birth for the person identified in current record.		[Arrest Name] Place of Birth
	PO_Box	[OPTIONAL] Stores the Post Office Box Number for the address		[Arrest Name] PO Box
	Race	[OPTIONAL] Stores the race code of the person, if the Entry_Type is PERSON		[Arrest Name] Race
Notes:		Must be defined in System Code Table Category {RAC}.		
	SBI_Number	[OPTIONAL] State Bureau of Investigation identification number assigned to person identified in current record.		[Arrest Name] SBI Number
	Sex	[OPTIONAL] Stores the sex of the person, if the Entry_Type is PERSON		[Arrest Name] Sex
Notes:		Must be defined in System Code Table Category {SEX}.		
	Skin	[OPTIONAL] Stores the user-defined code that best represents the observed skin type of the person contained in the current record.		Database Only
Notes:		Must be defined in System Code Table Category {SKN}.		
	SSN	[OPTIONAL] Stores the social security number of the person, if the Entry_Type is PERSON		[Arrest Name] SSN
	State	[OPTIONAL] The state/province portion of the address		[Arrest Name] State
Notes:		Must be defined in System Code Table Category {STT}.		
	Transaction_Number	[REQUIRED] Stores the booking or transaction number for the arrest		Database Only
	Weight	[OPTIONAL] Stores the weight as observed for the person contained in current record.		[Arrest Name] Weight
	Zip	[OPTIONAL] Stores the zip code for the address		[Arrest Name] Zip

Masters

The following checked fields will be converted as part of the data conversion activities for this module. Once available, source data mapping will be documented in this table as well as any specific field related limitations/exceptions.

Note: Please provide a screen shot of the below checked items and number the fields on the screen shot accordingly. This helps provide our Data Conversion Analyst with the location of the data in your current system.

MasterName Mapping

Conv ent?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Master_Name			
	Master_Name_Link	[REQUIRED] A Unique ID that is used by other modules to reference a Master_Name.		Database Only
	SourceName	[OPTIONAL] The name in the source data where the evidence record can be referenced.		Database Only
	SourceID	[OPTIONAL] The ID related to the source identifier.		Database Only
	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Master Name] Address
	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Master Name] Apartment
	Business_Name	[OPTIONAL] Stores the name of the business contained in the current record, if the Entry_Type is BUSINESS.		[Master Name] Business Name
	Cell_Phone	[OPTIONAL] Stores the current person's cell phone number.		[Master Name] Cell Phone
	City	[OPTIONAL] City field for address associated with the current record.		[Master Name] City
	Date_Born	[OPTIONAL] Stores the date of birth of the person contained in the current record, if the Entry_Type is PERSON		[Master Name] Date Born
	Entry_Type	[REQUIRED] Identifier used to determine if current record contains data pertaining to a person or business.		[Master Name] Type
Notes:	Ethnicity	This value can either be 'PERSON' or 'BUSINESS' [OPTIONAL] Stores the ethnic background of the person contained in the current record, if the Entry_Type is PERSON		[Master Name] Ethnicity
Notes:	Eye_Color	Must be defined in System Code Table Category {ETH}. [OPTIONAL] Stores the code that best represents the observed color of the person's eyes identified in current record.		[Master Name] Eye Color
Notes:	FBI_Number	Must be defined in System Code Table Category {EYC}. [OPTIONAL] Federal Bureau of Investigation Identification number assigned to person identified in current record		[Master Name] FBI Number
	Hair_Color	[OPTIONAL] Stores the code that best represents the color of the hair observed for the person contained in current record.		[Master Name] Hair Color
Notes:	Height	Must be defined in System Code Table Category {HAC}. [OPTIONAL] Stores the physical height for the person identified in current record.		[Master Name] Height
	License_Number	[OPTIONAL] Stores the driver's license number of the person contained in the current record.		[Master Name] License Number
	License_State	[OPTIONAL] Stores the state from which the driver's license was issued for the person contained in current record.		[Master Name] State
	Moniker	[OPTIONAL] Stores the moniker or nickname of the person contained in the current record, if the Entry_Type is PERSON		[Master Name] Moniker
	Name_Last	[OPTIONAL] Stores the last name of the person, if the Entry_Type is PERSON.		[Master Name] Last Name

Conv ent?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Name_First	[OPTIONAL] Stores the first name of the person, if the Entry_Type is PERSON.		[Master Name] First Name
	Name_Middle	[OPTIONAL] Stores the middle name of the person, if the Entry_Type is PERSON.		[Master Name] Middle Name
	Name_Suffix	[OPTIONAL] The Suffix for the person's name such as Jr, III etc., if the Entry_Type is PERSON		[Master Name] Suffix
	Phone1	[OPTIONAL] Primary phone number for the person/business		[Master Name] CA:CT:IL:MI:NI:WI.Business. Phone 1 CA:CT:IL:MI:NI:TX:WI.Perso n.Home.Phone
	Phone2	[OPTIONAL] Additional phone number for the person/business		[Master Name] CA:CT:IL:MI:NI:TX:WI.Busin ess.Phone 2 CA:CT:IL:MI:NI:TX:WI.Perso n.Work Phone
	Place_Of_Birth	[OPTIONAL] Stores the location of birth for the person identified in current record.		[Master Name] Place of Birth
	PO_Box	[OPTIONAL] Stores the Post Office Box Number for the address		[Master Name] PO Box
	Race	[OPTIONAL] Stores the race code of the person, if the Entry_Type is PERSON		[Master Name] Race
Notes:	SBI_Number	Must be defined in System Code Table Category (RAC). [OPTIONAL] State Bureau of Investigation Identification number assigned to person identified in current record.		[Master Name] SBI Number (State ID)
	Sex	[OPTIONAL] Stores the sex of the person, if the Entry_Type is PERSON		[Master Name] Sex
Notes:	Skin	Must be defined in System Code Table Category (SEX). [OPTIONAL] Stores the user-defined code that best represents the observed skin type of the person contained in the current record.		[Master Name] Skin Type
Notes:	SMT_Yes_No	Must be defined in System Code Table Category (SKN). [OPTIONAL] Indicates there is at least one SMT in the Master_Name_BodyMarks table for this person.		[[Database Only]
	SSN	[OPTIONAL] Stores the social security number of the person, if the Entry_Type is PERSON		[Master Name] SSN
	State	[OPTIONAL] The state/province portion of the address		[Master Name] State
Notes:	Weight	Must be defined in System Code Table Category (STT). [OPTIONAL] Stores the weight as observed for the person contained in current record.		[Master Name] Weight
	Zip	[OPTIONAL] Stores the zip code for the address		[Master Name] Zip

MasterNameAlias Mapping

Conv. ref?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Master_Name_Alias				
	Master_Name_Link	[REQUIRED] A referenc back to the Master_Name table		Database Only
	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Alias Records] Address
	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Alias Records] Apartment
	Business_Name	[OPTIONAL] Stores the name of the business contained in the current record, if the Entry_Type is BUSINESS.		[Alias Records] Business Name
	City	[OPTIONAL] City field for address associated with the current record.		[Alias Records] City
	Date_Born	[OPTIONAL] Stores the date of blrth of the person contained in the current record, if the Entry_Type is PERSON		[Alias Records] Date Born
	Entry_Type	[REQUIRED] Identifier used to determine if current record contains data pertaining to a person or business.		[Alias Records] Type
Notes:		This value can either be 'PERSON' or 'BUSINESS'		
	Moniker	[OPTIONAL] Stores the moniker or nickname of the person contained in the current record, if the Entry_Type is PERSON		[Alias Records] Moniker
	Name_Last	[OPTIONAL] Stores the last name of the person, if the Entry_Type is PERSON.		[Alias Records] Last Name
	Name_First	[OPTIONAL] Stores the first name of the person, if the Entry_Type is PERSON.		[Alias Records] First Name
	Name_Middle	[OPTIONAL] Stores the middle name of the person, if the Entry_Type is PERSON.		[Alias Records] Middle Name
	Name_Suffix	[OPTIONAL] The Suffix for the person's name such as Jr, III etc., if the Entry_Type is PERSON		[Alias Records] Suffix
	PO_Box	[OPTIONAL] Stores the Post Office Box Number for the address		[Alias Records] PO Box
	Race	[OPTIONAL] Stores the race code of the person, if the Entry_Type is PERSON		[Alias Records] Race
Notes:		Must be defined in System Code Table Category {RAC}.		
	Sex	[OPTIONAL] Stores the sex of the person, if the Entry_Type is PERSON		[Alias Records] Sex
Notes:		Must be defined in System Code Table Category {SEX}.		
	SSN	[OPTIONAL] Stores the social security number of the person, if the Entry_Type is PERSON		[Alias Records] SSN
	State	[OPTIONAL] The state/province portion of the address		[Alias Records] State
Notes:		Must be defined in System Code Table Category {STT}.		
	Zip	[OPTIONAL] Stores the zip code for the address		[Alias Records] Zip

Master Name Alerts Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Master_Name_MN_Alert				
	SourceName	[OPTIONAL] The name in the source data where the evidence record can be referenced.		Database Only
	SourceID	[OPTIONAL] The ID related to the source identifier.		Database Only
	Master_Name_Link	[REQUIRED] Contains a database link to the Master_Name (if Master Names are Imported separately)		Database Only
	MN_Alert	[REQUIRED] The title of the alert		[Name Alerts] Alert Title
	Alert_Narr	[REQUIRED] Text describing the alert		[Name Alerts]

Master Name BodyMarks Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Master_Name_BodyMarks				
	SourceName	[OPTIONAL] The name in the source data where the evidence record can be referenced.		Database Only
	SourceID	[OPTIONAL] The ID related to the source identifier.		Database Only
	Master_Name_Link	[REQUIRED] Contains a database link to the Master_Name (if Master Names are Imported separately)		Database Only
	SMT	[OPTIONAL] The type of SMT (Birthmark, scar, tattoo, etc.)		[Scars Marks and Tattoos] SMT
Notes:	Type_SMT	Must be defined in image Code Table Category {SMT}. [OPTIONAL] Provides further identification for the SMT type.		[Scars Marks and Tattoos] Identification Sub Type
Notes:	SMT_Description	Must be defined in image Code Table, Category is dependent on SMT value{ ABP, MCD, MDI, PO, TATTOO} [OPTIONAL] The full description of the SMT		[Scars Marks and Tattoos] SMT Description
	Description	[OPTIONAL] A description of the SMT		[Scars Marks and Tattoos] Description
	Location	[OPTIONAL] The location on the body where the SMT is located		[Scars Marks and Tattoos] Body Location
Notes:		Must be defined in image Code Table Category {BOD}.		

Warrant

The following checked fields will be converted as part of the data conversion activities for this module. Once available, source data mapping will be documented in this table as well as any specific field related limitations/exceptions.

Note: Please provide a screen shot of the below checked items and number the fields on the screen shot accordingly. This helps provide our Data Conversion Analyst with the location of the data in your current system.

Warrant Mapping

Conv ent?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Warrant			
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case_Number	[OPTIONAL] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		[Warrant] Associated Case Number
	Associated_Num	[OPTIONAL] Stores additional user defined warrant tracking number		[Warrant] Num - 1
	Associated_Num_Type1	[OPTIONAL] Stores user defined code that best describes the additional tracking identifier stores in Associated_Num and associated with the current warrant		[Warrant] Number Type 1
Notes		Must be defined in System Code Table Category {WARRANTNUMBERTY}.		
	Bail_Amount	[OPTIONAL] Stores the summation of all bonds for all charges associated with the current warrant		[Warrant] Total Bond Amount
	Date_Issued	[OPTIONAL] Stores the date the current warrant was originally issued		[Warrant] Date Issued
	Date_Received	[OPTIONAL] Stores the date the current warrant was received by the current agency		[Warrant] Date Received
	Date_Served	[OPTIONAL] Stores the date the warrant was served to the subject		[Warrant] Date Served
	Expire_Date	[OPTIONAL] Stores the date of expiration for the current warrant		[Warrant] Expire Date
	How_Received	[OPTIONAL] Stores the user defined code that best represents how the current warrant was received by the agency		[Warrant] How Received
Notes		Must be defined in System Code Table Category {WHR}.		
	How_Served	[OPTIONAL] Stores the user defined code that best represents how the current warrant was served on the subject		[Warrant] How Served
Notes		Must be defined in System Code Table Category {WHW}.		
	Issued_By	[OPTIONAL] Stores the name of the entity issuing the warrant		[Warrant] Issued By

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Jurisdiction	[REQUIRED] Agency-specific Identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	Officer_ID	[OPTIONAL] Stores the jurisdiction-specific identification number for the officer associated with the current record.		[Warrant] Officer ID
Note 5	Officer_Name	[OPTIONAL] Stores the name of the police officer associated with the entity contained in current record. This field description should match the Officer_ID		[Warrant] Officer Name
	Warrant_Inactive	[OPTIONAL] Indicates the current warrant is no longer active		[Warrant] Warrant Inactive
	Warrant_Number	[REQUIRED] Jurisdiction specific identifier used to uniquely identify the current warrant		[Warrant] Warrant Number
	Warrant_Served	[REQUIRED] Indicates the current warrant was successfully served on the subject		[Warrant] Warrant Served
Note 5	Warrant_Type	[OPTIONAL] Stores the user defined code that best represents the general category the current warrant falls under Must be defined in System Code Table Category {WTY}.		[Warrant] Warrant Type

Warrant Charge Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Warrant Charge				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case_Number	[OPTIONAL] Stores the jurisdiction specific case identifier used to associate the current record with a case in RMS.		Database Only
	Disposition_Code	[OPTIONAL] Stores the user defined code that best represents the current status of the warrant with respect to the current charge		[Warrant Charge] Disposition Code
	Disposition	[OPTIONAL] Stores the description for the code stored in Disposition_Code.		[Warrant Charge] Disposition

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	Offense_Code	[OPTIONAL] Stores the statute that best represents the offense associated with this charge		[Warrant Charge] Offense Code
	Offense_Date	[OPTIONAL] Stores the date on which the current offense occurred		[Warrant Charge] Offense Date
	Offense_Description	[OPTIONAL] Stores the description of the value stored in the Offense_Code field		[Warrant Charge] Offense Description
	Warrant_Number	[REQUIRED] Stores the number issued to the warrant.		Database Only
	UCR_Code	[OPTIONAL] Stores the Uniform Crime Reporting or the NIBRS offense code associated with the offense contained in current record.		[Warrant Charge] UCR Code
	UCR_Code_Description	[OPTIONAL] Stores the description for the value stored in the UCR_Code field		[Warrant Charge] UCR Code Description Charge

Warrant Name Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Warrant Name				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Warrant Name] Address
	Age	[OPTIONAL] Stores the age of the person contained in the current record at the time it was entered into the system, if the Entry_Type is PERSON		[Warrant Name] Age
	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Warrant Name] Apartment
	Business_Name	[OPTIONAL] Stores the name of the business contained in the current record, if the Entry_Type is BUSINESS.		[Warrant Name] Business Name
	Cell_Phone	[OPTIONAL] Stores the current person's cell phone number.		Database Only
	City	[OPTIONAL] City field for address associated with the current record.		[Warrant Name] City

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Date_Born	[OPTIONAL] Stores the date of birth of the person contained in the current record, if the Entry_Type is PERSON		[Warrant Name] Date Born
Note 5	Entry_Type	[REQUIRED] Identifier used to determine if current record contains data pertaining to a person or business. This value can either be 'PERSON' or 'BUSINESS'		[Warrant Name] Entry Type
Note 5	Ethnicity	[OPTIONAL] Stores the ethnic background of the person contained in the current record, if the Entry_Type is PERSON		[Warrant Name] Ethnicity
Note 5	Eye_Color	[OPTIONAL] Stores the code that best represents the observed color of the person's eyes identified in current record. Must be defined in System Code Table Category {ETH}.		[Warrant Name] Eye Color
Note 6	FBI_Number	[OPTIONAL] Federal Bureau of Investigation identification number assigned to person identified in current record		[Warrant Name] FBI #
Note 5	Hair_Color	[OPTIONAL] Stores the code that best represents the color of the hair observed for the person contained in current record. Must be defined in System Code Table Category {HAC}.		[Warrant Name] Hair Color
Note 5	Height	[OPTIONAL] Stores the physical height for the person identified in current record.		[Warrant Name] Height
Note 5	Involvement_Type	[REQUIRED] Stores the involvement relationship associated with the entity contained in current record as it pertains to the event being captured. Must be defined in System Code Table Category {INA}.		[Warrant Name] Involvement Type
	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	License_Number	[OPTIONAL] Stores the driver's license number of the person contained in the current record.		[Warrant Name] License Number
	License_State	[OPTIONAL] Stores the state from which the driver's license was issued for the person contained in current record.		[Warrant Name] State

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Note S		Must be defined in System Code Table Category {STT}.		Database Only
	Master_Name_Link	[OPTIONAL] Contains a database link to the Master_Name (if Master Names are imported separately)		[Warrant Name] Moniker
	Moniker	[OPTIONAL] Stores the moniker or nickname of the person contained in the current record, if the Entry_Type is PERSON		[Warrant Name] Last Name
	Name_Last	[OPTIONAL] Stores the last name of the person, if the Entry_Type is PERSON.		[Warrant Name] First Name
	Name_First	[OPTIONAL] Stores the first name of the person, if the Entry_Type is PERSON.		[Warrant Name] Middle Name
	Name_Middle	[OPTIONAL] Stores the middle name of the person, if the Entry_Type is PERSON.		[Warrant Name] Suffix
	Name_Suffix	[OPTIONAL] The Suffix for the person's name such as Jr, III etc., if the Entry_Type is PERSON		[Warrant Name] Phone 1
	Phone1	[OPTIONAL] Main phone number for the person/business		[Warrant Name] Phone 2
	Phone2	[OPTIONAL] Additional phone number for the person/business		[Warrant Name] Place of Birth
	PO_Box	[OPTIONAL] Stores the Post Office Box Number for the address		[Warrant Name] PO Box
	Race	[OPTIONAL] Stores the race code of the person, if the Entry_Type is PERSON		
Note S		Must be defined in System Code Table Category {RAC}.		[Warrant Name] Race
	SBI_Number	[OPTIONAL] State Bureau of Investigation identification number assigned to person identified in current record.		[Warrant Name] State #
	Sex	[OPTIONAL] Stores the sex of the person, if the Entry_Type is PERSON		
Note S		Must be defined in System Code Table Category {SEX}.		[Warrant Name] Sex
	Skin	[OPTIONAL] Stores the user-defined code that best represents the observed skin type of the person contained in the current record.		
Note S		Must be defined in System Code Table Category {SKN}.		Database Only
	SSN	[OPTIONAL] Stores the social security number of the person, if the Entry_Type is PERSON		[Warrant Name] SSN
	State	[OPTIONAL] The state/province portion of the address		

convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
None		Must be defined in System Code Table Category {STT}.		
	Warrant_Number	[REQUIRED] Stores the number issued to the warrant.		Database Only
	Warr_Submitted	[OPTIONAL] Indicates that warrant has been submitted.		Database Only
	Weight	[OPTIONAL] Stores the weight as observed for the person contained in current record.		[Warrant Name] Weight
	Zip	[OPTIONAL] Stores the zip code for the address		[Warrant Name] Zip

Warrant Service Mapping

Conv erty	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Warrant Service				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to,		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Action	[OPTIONAL] Stores the user defined code that best represents the latest action taken in regards to the current warrant		[Warrant Service] Action
(Note s)		Must be defined in System Code Table Category {WARRANTACTION}.		
	Action_Date	[OPTIONAL] Stores the date the latest action taken		[Warrant Service] Action Date
	Attempt_Comment	[OPTIONAL] Stores a brief freeform comment concerning the current service attempt		[Warrant Service] Comments
	Attempt_Date	[OPTIONAL] Stores the date the current service attempt was performed		[Warrant Service] Attempt Date
	Attempt_Location	[OPTIONAL] Stores location information on where the officer attempted to serve the current warrant		[Warrant Service] Location Of Attempt
	Attempt_Status	[OPTIONAL] Stores the user defined code that best represents the status of the current service attempt		[Warrant Service] Status
(Note s)		Must be defined in System Code Table Category {WARRANTSTATUS}.		
	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	Officer_Id	[OPTIONAL] Stores the jurisdiction specific identification number for the officer charged with serving the current warrant.		[Warrant Service] Officer Id
	Officer_Name	[OPTIONAL] Stores the name of the police officer charged with serving the current warrant.		[Warrant Service] Officer Name
	Process	[OPTIONAL] Stores the user defined code that best represent the current processing status of the current warrant		[Warrant Service] Process
(Note s)		Must be defined in System Code Table Category {WARRANTPROCESS}.		
	Warrant_Number	[REQUIRED] Stores the number issued to the warrant.		Database Only

Schedule 1

Invoice

CENTRAL SQUARE
TECHNOLOGIES

TriTech, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746
www.centalsquare.com
Toll free 800-727-8088

Invoice No
259183

Date
12/1/2019

Page
1 of 1

Billing Inquiries: Accounts.Receivable@centalsquare.com

Bill To
Oneida County 911
Kevin Revere - Director, Emergency Services
120 Base Rd
ORISKANY NY 13424
United States

Ship To
Oneida County 911
Kevin Revere - Director, Emergency Services
120 Base Rd
ORISKANY NY 13424
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
14740	Oneida Department of Emergency Services, NY		USO	Met 30	12/31/2019

Description	Units	Rate	Extended
Contract No. M625419			
Paramount ProQA Interface Client License, per workstation An - Annual Maintenance Fee 1 ProQA Interface Maintenance: Start:1/1/2020, End: 12/31/2020	1	\$2,638.65	\$2,638.65
2 DispatchNow CAD Annual Maintenance Fee - Annual Maintenance Fee 3 CAD Queries (E629916A) Maintenance: Start:1/1/2020, End: 12/31/2020		\$893.55	\$893.55
3 DispatchNow CAD Annual Maintenance Fee - Annual Maintenance Fee DispatchNow CAD (on premise) Maintenance: Start:1/1/2020, End: 12/31/2020	13	\$7,686.40	\$99,923.25
4 DispatchNow CAD Annual Maintenance Fee - Annual Maintenance Fee NYSPIN State Interface Maintenance: Start:1/1/2020, End: 12/31/2020		\$6,989.85	\$6,989.85
		Total	\$110,445.30

Office of the Sheriff

County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek
Chief Deputy Derrick O'Meara



Sheriff Robert M. Maciol

May 13, 2020

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

FN 20 20-223

PUBLIC SAFETY

Dear County Executive Picente:

WAYS & MEANS

The Sheriff's Office is requesting approval of an amendment to the Qualis Group, LLC contract that would allow for decreased medical staffing hours due to the drop of inmate population at the Correctional Facility.

The original agreement was entered with Correctional Medical Care, Inc., and was replaced by Qualis Group, LLC in May 2019. The original agreement commenced January 1, 2018 for a term of five (5) years. This amendment would simply allow for less staffing hours because the inmate population has decreased. This is a result of the recently enacted Bail Reform. This amendment will save the County money, as we will be charged for a lesser number of medical staff hours.

If you find the enclosed contract acceptable, I am requesting you forward this to the Board of Legislators for their approval. I would like to thank you for your time and diligent attention to this matter in advance.

If you have any questions, require clarification, or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol
Oneida County Sheriff

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

Anthony J. Picente, Jr.
County Executive

Date 5-28-20



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

**QUALIS GROUP, LLC
STAFFING REQUIREMENT AMENDMENT**

This Staffing Requirement Amendment made on this ____ day of _____, 2020, is made by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through the Oneida County Sheriff's Office, located at 6065 Judd Road, Oriskany, New York 13424, hereinafter collectively referred to collectively as the "County," and Qualis Group, LLC, located at 229 Copper Beach Drive, Blue Bell, Pennsylvania 19422, hereinafter referred to as the "Contractor" (collectively referred to as the "Parties").

WHEREAS, the Parties hereto entered into an agreement for the provision of medical services at the Oneida County Correctional Facility that was fully executed on January 5, 2018 (County contract no. 23664), hereinafter referred to as the "Original Agreement," a copy of which is annexed hereto as Exhibit A; and

WHEREAS, the Parties hereto entered into a Consent of Change Agreement, naming Qualis Group LLC as the contracted management services provider (replacing Correctional Medical Care, Inc.) which was fully executed on May 1, 2019 (County contract no. 77948), a copy of which is annexed hereto as Exhibit B; and

WHEREAS, as a result of the New York State Bail Reform Legislation, effective January 1, 2020, there has been a substantial reduction in the number of inmates at the Oneida County Correctional Facility, leading to a decrease in demand for some full-time medical staff; and

WHEREAS, the County and the Contractor wish to amend the Original Agreement in order to account for the decrease in demand for medical services;

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

1. Exhibit D, Staffing, of the Original Agreement, shall be amended as follows:
 - a. The Medical Director shall be on-site at the Oneida County Correctional Facility for a maximum of twelve (12) hours per week, a minimum of six (6) hours per week.
 - b. A Mid-Level Practitioner (Physician's Assistant or Nurse Practitioner) shall be on-site at the Oneida County Correctional Facility for a maximum of forty (40) hours per week, a minimum of twenty-four (24) hours per week.
 - c. The Medical Director or the Mid-Level Practitioner shall determine the medical needs of the inmate population and will schedule their hours accordingly. Their hours of work will fluctuate, depending upon demand for medical services/number of inmates.

2. In the event the hours worked by the Medical Director or the Mid-Level Practitioner falls below the maximum twelve (12) hours and forty (40) hours, respectively, the Contractor will reimburse the County the difference in salary between the allotted maximum hours per week and the actual hours worked for these two positions.

3. An amended Exhibit D chart is shown below reflecting these new minimum/maximum hour requirements. This chart replaces the chart in the Original Agreement.

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/ Wk	FTE
DAY SHIFT									
Health Services Administrator (RN)	8	8	8	8	8			40.0	1.0
Medical Director	(12 hours, minimum 6)							12.0	0.3
Phys Asst/Nurse Practitioner (PA/NP)	(40 hours, minimum 24)							40.0	1.0
RN	16	16	20	20	20	16	16	124.0	3.1
LPN	12	12	12	12	12	12	12	84.0	2.1
Certified Medical Assistant (CMA)	8	8	8	8	8			40.0	1.0
Dentist			8					8.0	0.2
Dental Assistant			8					8.0	0.2
Medical Records Clerk	8	8	8	8	8			40.0	1.0
Administrative Assistant	8	8	8	8	8			40.0	1.0
EVENING SHIFT									
RN	12	12	20	20	20	8	8	100.0	2.5
LPN	12	12	12	12	12	12	12	84.0	2.1
NIGHT SHIFT									
RN	8	8	8	8	8	8	8	56.0	1.4
LPN	8	8	8	8	8	8	8	56.0	1.4
TOTAL HOURS/FTE per week								732.0	18.3

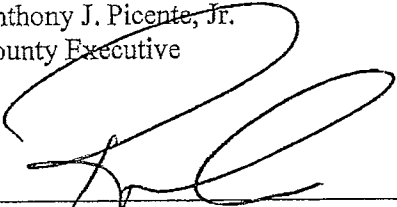
4. All other terms and conditions of the Original Agreement and the Consent of Change Agreement shall remain the same and are in full force and effect.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

IN WITNESS THEREOF, this Staffing Requirement Amendment has been duly executed and signed by:

Oneida County:

Anthony J. Picente, Jr.
County Executive

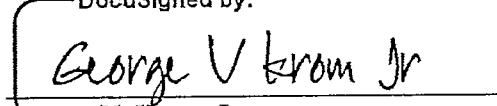


Date _____

Robert M. Maciol
Oneida County Sheriff

Date 5-21-20

Contractor:
DocuSigned by:



George V. Krom Jr.
Vice President of Operations

Date _____

Approved

Alison Stanulevich, Esq.
Assistant County Attorney

EXHIBIT A
Original Agreement

EXHIBIT B

**Consent of Change
Agreement**

**CORRECTIONAL FACILITY MEDICAL CARE AGREEMENT WITH
CORRECTIONAL MEDICAL CARE, INC., CBH MEDICAL, P.C., and SM DENTAL, P.C.**

This Agreement (the "Agreement"), by and between the County of Oneida, a municipal corporation, having its offices and principal place of business located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the "County"), by and through the Oneida County Sheriff's Office, located at 6065 Judd Road, Oriskany, New York 13424, and Correctional Medical Care, Inc., a Pennsylvania corporation having its principal office located at 980 Harvest Drive, Suite 202, Blue Bell, Pennsylvania 19422, CBH Medical, P.C., and SM Dental, P.C., (collectively referred to throughout this Agreement as "CMC," for convenience purposes only) (each individually referred to as a "Party," and collectively referred to as the "Parties").

WITNESSETH

WHEREAS, the County desires to arrange for healthcare professionals to provide certain health, medical, mental health, and dental services to the inmates of the Oneida County Correctional Facility located at 6065 Judd Road Oriskany, New York 13424 (hereinafter referred to as the "Facility"), as well as provide various administrative medical functions to the Facility (collectively, the "Services"); and

WHEREAS, as the result of the County's Request for Proposal 2017-212, CMC submitted a successful proposal to the County and was declared the most suitable respondent; and

WHEREAS, CMC desires to contract with the County to provide Services to the Facility;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, it is agreed by and between the Parties that CMC shall provide Services to the Facility in accordance with the following terms and conditions:

1. General Engagement.

- a. The County hereby contracts with CMC to provide for the delivery of Services, as further described in Exhibit A "Services," which is attached hereto and incorporated into this Agreement by reference.
- b. CMC shall provide medical record keeping services and provide reports relating to the Services provided to the Facility in accordance with Exhibit B "Records and Reports," attached hereto and incorporated into this Agreement by reference.
- c. CMC shall provide various educational services, to both inmates and to Facility staff, as further described in Exhibit C "Educational Services," attached hereto and incorporated into this Agreement by reference.
- d. CMC shall provide appropriate staffing levels and schedules in accordance with Exhibit D "Staffing," attached hereto and incorporated into this Agreement by reference.
- e. CMC shall continually strive to improve upon the quality of Services provided to the Facility and will do so in accordance with Exhibit E "Quality Improvement Programs," attached hereto and incorporated into this Agreement by reference.
- f. CMC shall abide by all Facility security requirements, as further described in Exhibit F "Security Policies," attached hereto and incorporated into this Agreement by reference.
- g. CMC shall abide by the terms and conditions contained in Exhibit G "Standard County Contract Clauses Addendum," attached hereto and incorporated into this Agreement by reference.

2. Physician and Dental Services.

- a. Correctional Medical Care, Inc. contracts with CBH Medical, P.C. and SM Dental, P.C. to provide additional required Services.
 - i. CBH Medical, P.C., a physician-owned enterprise, shall provide physician medical services.
 - ii. SM Dental, P.C., a dentist-owned enterprise, shall provide dental services.
- b. CBH Medical, P.C. and SM Dental, P.C. have authorized Correctional Medical Care, Inc. personnel to be empowered to sign and execute all service contracts on behalf of their respective corporations.

3. Subcontractors.

- a. The following independent entities are subcontractors of CMC and shall assist in providing the full range of required Services. CMC shall ensure that these entities provide Services appropriately under this Agreement. The following are subject to change if CMC determines it to be in the best interests of the Facility and this Agreement. CMC shall notify the Facility of any changes to the following list in writing, and amendments to this Agreement will be made if necessary.
 - i. Bio Reference Laboratories, Inc. will provide clinical laboratory services.
 - ii. K&A Radiologic Tech Services will provide x-ray services.
 - iii. Correctional Eye Care Network Services, Inc. will provide eye care services.
 - iv. Westwood Pharmacy will provide pharmacy services.

4. Term.

- a. This Agreement shall be for a Term of five (5) years, beginning on January 1, 2018 and ending on December 31, 2022 (the "Term").

5. Costs and Payment.

- a. The County shall pay to CMC in accordance with the following table based on a daily inmate population of between five hundred and five hundred fifty (500-550) inmates:

	Year One	Year Two	Year Three	Year Four	Year Five
Staffing Services	\$1,443,902.00	\$1,487,219.06	\$1,531,835.63	\$1,577,790.70	\$1,625,124.42
Medical Services	\$545,837.00	\$562,212.11	\$579,078.47	\$596,450.83	\$614,344.35
Off-Site Services (cap)	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
Pharmaceutical Services (cap)	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
Administrative and Management Fees	\$86,050.00	\$88,631.50	\$91,290.45	\$94,029.16	\$96,850.03
Total Annual Cost	\$2,675,789.00	\$2,738,062.67	\$2,802,204.55	\$2,868,270.69	\$2,936,318.81

- b. If the total inmate population exceeds five hundred fifty (550), compensation paid to CMC will be increased on the month after the population increase, at a per diem rate of four dollars (\$4.00).

8. Medical Supplies and Equipment.

- a. CMC shall supply sufficient and suitable medical equipment, supplies, and materials under this Agreement.
- b. CMC shall be responsible for the maintenance and upkeep of all existing medical equipment already in the Facility, as well as any additional supplies and equipment CMC acquires during the Term of this Agreement. At termination of this Agreement, supplies and equipment originally in the County's possession will remain in the County's possession and shall be in working order, reasonable wear and tear excepted. Any additional equipment CMC purchases during the Term of this Agreement will remain CMC's property at termination of this Agreement.
- c. Any stock medication or supplies that have not been used at the time of termination shall remain in the County's possession.
- d. CMC shall be responsible for purchasing and supplying all fax, computers, printers, copiers, and other office equipment necessary to operate under this Agreement. This equipment shall remain CMC property at termination of the Agreement.
- e. The County shall not be held liable for loss of or damage to equipment and/or supplies of CMC, its agents, employees, or subcontractors, unless such loss or damage was caused by the negligence of the Facility or County.

9. Confidential Information.

- a. The Parties may be exposed to confidential or proprietary information and materials of the other Party including, but not limited to, financial information, medical information, Facility-related information, security means and methods, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The Parties agree, to the extent permitted by law, to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the Term of this Agreement, or longer if required by law, except that the Parties may use or disclose Confidential Information (i) to its employees and affiliates or others to the extent necessary to render any duty hereunder, provided that the other Party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (ii) to the extent expressly authorized by either Party; (iii) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (iv) is in the possession of either Party at the time of disclosure and is not acquired directly or indirectly from the other Party; (v) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (vi) as required by order during the course of a judicial or regulatory proceeding, as required by a governmental authority, or as required by law in the sole opinion of the County.
- b. The Parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other Party, except where copies are made pursuant to a requirement to disclose pursuant to law in the sole opinion of the County, or a requirement to disclose as part of a judicial or regulatory proceeding, or as required by a governmental authority.
- c. Each Party's Confidential Information shall remain the exclusive property of the Party. The County's Confidential Information shall be returned by CMC to the County, or destroyed at the County's direction, upon termination or expiration of this Agreement. CMC acknowledges that the County is subject to various legal requirements for record retention, and CMC agrees that any Confidential Information disclosed to the County in

tangible form shall be retained and disposed of by the County, at the County's sole discretion, in accordance with the Records Retention And Disposition Schedule CO-2, pursuant to 8 NYCRR § 185.13 (Appendix J).

- d. In the event of any breach of this provision, the Parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.
- e. CMC acknowledges and agrees that the County is subject to New York Public Officers Law, Article 6, Freedom of Information Law ("FOIL"). In order for the County to assert the exception for proprietary information contained in Public Officers Law Section 87(2)(d), CMC shall mark any Confidential Information it wishes to have the County withhold upon a request received pursuant to FOIL as follows: "Proprietary. Not subject to disclosure under Public Officers Law Section 87(2)(d)."

10. Notices:

- a. All notices to be given under this Agreement shall be in writing and shall be served either personally, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the Parties at the addresses stated below or at any other address as designated by one Party upon notice to the other Party. Any such notices shall be deemed to have been given (i) upon the first business day following personal service; or (ii) one (1) business day after deposit with an overnight courier; or (iii) three (3) business days after deposit in the United States mail.

If to County: Oneida County, Law Department.
800 Park Avenue
Utica, NY 13501

With copy to: Oneida County Correctional Facility
6065 Judd Road
Oriskany, NY 13424

If to CMC: Correctional Medical Care, Inc.
980 Harvest Drive, Suite 202
Blue Bell, Pennsylvania 19422

11. Insurance Requirements.

- a. CMC shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 - 1. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - 2. The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).

- ii. Workers' Compensation and Employer's Liability
 - 1. Statutory limits apply.
 - iii. Automobile Liability
 - 1. Business Auto Liability with limits of at least \$1,000,000 each accident.
 - 2. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
 - 3. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall be on a primary and non-contributing basis.
 - iv. Commercial Umbrella
 - 1. Umbrella limits must be at least \$1,000,000.
 - 2. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 - 3. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.
- b. Waiver of Subrogation: CMC waives all rights against the County and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
 - c. Certificates of Insurance: Prior to the start of any work, CMC shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of CMC'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.

12. Performance of Services.

- a. CMC represents that CMC is duly licensed and has the qualifications, the specialized skills, the experience, and the ability to properly perform the Services. CMC shall use its best efforts to perform the Services such that the results are satisfactory to the County. CMC shall be solely responsible for determining the method, details, and means of performing the Services, except for where Federal, State, or Local Laws and Regulations impose specific requirements on performance of the same.
- b. CMC may, at the CMC's own expense, employ or engage the services of such employees, subcontractors and/or partners as CMC deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. CMC shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable Federal, State, or Local Laws and Regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.
- c. CMC acknowledges and agrees that CMC and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

13. Relationship of the Parties.

- a. It is expressly agreed that the relationship of CMC to the County shall be that of an independent contractor. CMC's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. CMC, in accordance with its status as an independent contractor, covenants and agrees that its Assistants 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 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. CMC 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 the general public as a regular course of business. CMC and the County agree that CMC 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. CMC's Assistants shall not be eligible for compensation from the County because of absence due to i) illness, ii) normal vacation, iii) attendance at school or special training or a professional convention or meeting.
- d. CMC acknowledges and agrees that CMC's Assistants shall not be eligible for any County employee benefits, including retirement membership credits.
- e. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges CMC's independent contractor status, it is agreed that both the County and CMC 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.
- f. CMC agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

14. Indemnification.

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

15. Inmate Lawsuits.

- a. CMC shall immediately contact the Oneida County Sheriff and the Oneida County Attorney's Office in writing should any inmate-related litigation involving CMC be received. CMC shall not settle inmate health care litigation without first contacting the County Attorney and receiving further direction.

16. Training.

- a. CMC's Assistants shall not be required to attend or undergo any training by the County, except for any training related to Facility security. CMC shall be fully responsible for all training necessary to maintain any licenses or certifications to perform the Services described herein, and shall be solely responsible for the cost of the same.

17. Successors and Assigns.

- a. In accordance with Section 109 of the General Municipal Law, this Agreement may not be assigned by CMC 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. This Agreement shall benefit and be binding upon the Parties hereto and their respective successors and assigns.

18. Governing Law, Venue, and Jurisdiction.

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to its principles of conflicts of laws.
- b. Both Parties consent to the exclusive jurisdiction and venue in Oneida County, New York, in connection with any dispute arising out of, or in connection with this Agreement.
- c. CMC expressly consents to personal jurisdiction in the State of New York.

19. Service of Process.

- a. CMC expressly agrees that in the event an action is filed in a court of competent jurisdiction in Oneida County, New York, service of said action shall be made in accordance with New York State Civil Practice Law and Rules Section 311, New York State Business Corporation Law Section 306, and/or New York State Business Corporation Law Section 307, and such service shall be deemed good and sufficient.

20. Severability.

- a. If any provision of this Agreement is held to be unenforceable or invalid under any applicable law or is so held by applicable court decision, such unenforceability or invalidity will not render this Agreement invalid as a whole. Such invalid or unenforceable provision will be deleted from this Agreement. The remainder shall remain in full force and effect.

21. Waiver of Breach.

- a. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any other previous or subsequent breach of this Agreement.

22. Entire Agreement.

- a. This Agreement, including any and all exhibits or attachments hereto, including Exhibit A "Services," Exhibit B "Records and Reports," Exhibit C "Educational Services," Exhibit D "Staffing," Exhibit E "Quality Improvement Programs," Exhibit F "Security Policies," and Exhibit G "Standard County Contract Clauses Addendum," all of which are incorporated into this Agreement, constitutes the complete and exclusive statement of agreement between the Parties, which supersedes all prior and concurrent proposals and understandings, whether oral or written, and all other communications between the Parties relating to the subject matter of this Agreement. 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.

23. Amendments.

- a. No amendments, modifications, or supplements to this Agreement will be binding unless they are in writing and signed by both Parties hereto.


24. Counterparts.

- a. This Agreement may be executed in one or more counterparts, each of which when so executed will be an original, but all of which together will constitute one Agreement. This Agreement may be executed by facsimile, scanned signature, or electronic signature.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have agreed to be bound by the terms and conditions of this Agreement and accompanying Exhibits, as of the day and year first above written.

Oneida County

By: 

Printed Name: Anthony J. Picente, Jr.

Title: Oneida County Executive

Date: 1/5/18

Correctional Medical Care, Inc.

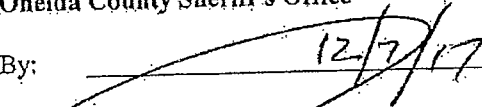
By: 

Printed Name: Shane D. Sunday

Title: Vice President

Date: 12/4/17

Oneida County Sheriff's Office

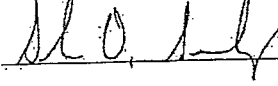
By:  12/7/17

Printed Name: Robert Maerol

Title: Sheriff

Date: 

CBH Medical, P.C.

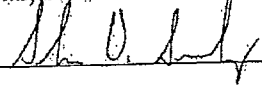
By: 

Printed Name: Shane D. Sunday

Title: Authorized Agent

Date: 12/4/17

SM Dental, P.C.

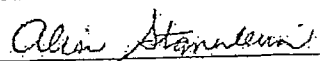
By: 

Printed Name: Shane D. Sunday

Title: Authorized Agent

Date: 12/4/17

Approved


Alison Stanulevich, Esq.
Assistant County Attorney

EXHIBITS

Exhibit A
Services

CMC shall provide the following Services to the Facility and the County as part of this Agreement:

- A. Intake Screening.** CMC shall provide an intake screening on all persons coming through the admissions area of the Facility, including all newly committed or transferred inmates. All findings shall be recorded on a CMC standard form that shall be included in the health record of the inmate.
- i. The preliminary intake screening shall be conducted in accordance with the National Commission on Correctional Health Care (NCCHC) guidelines, and at a minimum, include the following:
 - a. Documentation of general health conditions, current illnesses and past conditions or special health requirements, including mental illness, dental problems, and past infectious diseases;
 - b. Behavior observations, including state of consciousness, mental status, suicidal indications, drug use (legal and illegal), and drug withdrawal symptoms;
 - c. Notation of appearance, trauma, breathing, and ease of movement, etc.;
 - d. Conditions of skin, bruises, tattoos, including infestations, scars, lesions, jaundice, rashes, needle marks, or other indicators of drug abuse;
 - e. Screening for tuberculosis;
 - f. All female inmates shall be tested for pregnancy, and those who are initially unable to submit a urine sample will be followed up with by a nurse while they are held in booking;
 - g. Prescribed medications shall be reviewed and then appropriately maintained;
 - h. A status classification shall be made to succinctly identify the inmate's health status; and
 - i. Referral of the inmate for emergency health services or additional medical specialties will be made as appropriate.
 - ii. Members of CMC's health care Staff will be available twenty-four (24) hours a day in support of this intake screening ("Staff," as used throughout the Exhibits to the Agreement, shall include CMC employees, subcontractors, and agents). If CMC Staff determines that medical treatment is required, CMC shall provide an appropriate level of treatment, either in-house treatment by a member of the Staff or referral out to a hospital or some other community-based health services. Acute conditions shall be referred immediately to the CMC physician and treated as directed.
 - iii. Upon completion of the intake screening, inmates shall be given information concerning their right to medical treatment orally and in writing to ensure they understand the full range of access to health care provided at the Facility.
 - iv. Written authorization to consent to medical treatment shall be obtained, as required.
- B. Health Appraisals.** A comprehensive health appraisal shall be completed by a licensed health care professional (mid-level practitioner or a physician) within fourteen (14) days of the inmate's formal commitment to the Facility, unless intake screening findings indicate a greater emergent need.
- i. Health appraisals shall be performed in compliance with NCCHC Standards and shall include:
 - a. Review of the intake screening results;
 - b. Collection of additional data by a mid-level practitioner or physician to complete the medical, mental health, and dental histories taken at the intake screening;

- c. Recording of complete vital signs, as well as height and weight;
 - d. Physical examination performed by a physician, nurse practitioner, physician assistant, or registered nurse;
 - e. Laboratory tests, as necessary, and any additional tests as directed by Facility personnel and/or the physician; and
 - f. Review of the significant findings of the health assessment and tests.
- ii. If an inmate refuses to be screened, CMC shall document such refusal as per the NCCHC "Standard on the Right to Refuse Treatment."
 - iii. Results shall be recorded on CMC's Comprehensive Health Assessment Form and shall be input into the Facility's computer database.
- C. Detoxification.** CMC will provide a Medical Withdrawal Program for drug and/or alcohol addicted inmates that conforms to NCCHC standards.
- i. All inmates shall be screened during the intake screening process and evaluated during the health appraisal for their use of or dependence on drugs and/or alcohol. The physician shall be contacted as needed for individual detoxification orders. A physician shall continually monitor all inmates with clinical symptoms of withdrawal through the withdrawal process.
 - ii. CMC shall adhere to the following guidelines:
 - a. All inmates being detoxified shall be seen by a physician or appropriate qualified health care professional as soon as possible and a physician-approved individualized treatment plan shall be initiated. At the discretion of the physician, inmates may be housed in the medical unit if necessary for close observation.
 - b. A non-methadone method for detoxification of heroin abusers will be employed (except for pregnant women).
- D. Sick Call.** CMC shall conduct sick call according to the NCCHC standards and the New York State Commission of Correction (NYSCOC) standards.
- i. Sick call shall be conducted by an RN, nurse practitioner, or physician. Sick call will not end until all scheduled inmates have been seen. All inmates will be seen within forty-eight (48) hours (or, 72 hours for weekends/holidays) of their submission of a sick call request. Emergency sick call is available twenty-four (24) hours per day.
 - ii. Sick call shall be conducted, at minimum, three (3) times per week in the Medical Segregation Cells and Infirmary Unit.
 - iii. In accordance with NYSCOC Chairman's Memorandum No. 402001 issued January 17, 2001, the practice of licensed practical nursing (LPN) is strictly limited to function as a member of the health care team always under the direction of a physician, nurse practitioner, or registered nurse. LPN's may obtain patient histories, administer medications, and perform treatments. Standing orders and nursing protocols that are not specific to an individual patient are prohibited. LPN's shall not be scheduled to perform sick call.
- E. Chronic Care.** CMC shall develop individual treatment plans for all chronically ill and convalescing inmates.
- i. Chronic illness includes diabetes, hypertension, asthma, epilepsy, and cardiac disease, as well as mental health conditions, HIV, hepatitis, and infectious disease conditions. Convalescing inmates include those recovering from fractures, inpatient surgical procedures, and other communicable diseases.
 - ii. A physician must review the treatment plans and health status at least every three (3) months. If the inmate is not evaluated every three (3) months by a physician as required, CMC shall pay liquidated damages to the Facility of one hundred dollars (\$100.00) per

day for each violation of this evaluation schedule until remedied by evaluation by a physician.

- iii. CMC shall maintain an up-to-date chronic care registry of inmates with special needs and maintain schedules for medical treatment in accordance with established protocols for each illness.

F. HIV Testing. HIV testing shall be performed at the request of the inmate.

- i. According to New York State Law, the following written statement must accompany any disclosure of confidential HIV related information: *"The 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."*
- ii. If any inmate known to have a clinical status of HIV that has been on PCP prophylaxis and does not receive said therapy, CMC shall pay liquidated damages to the Facility of one hundred dollars (\$100.00) for each day the inmate does not receive said therapy.

G. Pre and Post Natal Care. CMC shall provide prenatal care, hospitalization for delivery, and post-natal care.

- i. A physician (or nurse practitioner or physician's assistant with obstetric specialty) shall provide regular monitoring to include medical exams, activity level advice, safety precautions, nutritional guidance, and counseling.
- ii. CMC shall be responsible for arranging abortions. CMC will not be responsible for the costs of furnishing abortions unless medically necessary in order to preserve the health or life of the woman.
- iii. Postpartum care will be provided in accordance with the physician's recommendations.

H. Hospital Care. CMC shall coordinate all hospitalization services and will review hospital usage to ensure that inmate hospital stays are held to an appropriate level.

- i. CMC shall coordinate with the Facility's personnel to obtain transportation and Facility correction officer(s) escort when outside hospitalization is deemed medically necessary.
- ii. CMC shall establish policies and procedures regarding referral methods, scheduling, transportation, reporting of test results, medical records, discharge summaries, and patient follow-up.
- iii. CMC shall implement a review system to ensure adequate care while keeping hospital stays to a minimum. All recommendations for hospitalization, except emergency situations, require review and approval by the CMC Utilization Management Team, as further described in Exhibit E, Clause D.
- iv. Specialty or tertiary care hospitals shall be utilized when the needs of an inmate are beyond capabilities of a local hospital. Any local or tertiary care hospital used by CMC must comply with all Facility directives, regulations, and standards.
- v. If non-emergency outside hospitalization is approved by CMC's Medical Director, the date of admission is scheduled as far in advance as possible to allow the Facility time to arrange appropriate transportation and security.
- vi. The Medical Director will review an inmate's hospital discharge documentation for post-hospitalization status, order, recommendations, and disposition, and it shall be documented in the inmate's medical record.

I. Emergency Services. CMC shall provide emergency medical services twenty-four (24) hours per day, seven (7) days per week for all persons on Facility premises, including but not limited to

inmates, visitors, CMC Staff, Facility personnel, and subcontractors who become ill or are injured while on Facility premises. Treatment shall consist of stabilization and referral to a personal physician or local hospital.

- i. CMC shall designate members of the CMC Staff, including the Health Services Administrator and the physician, to have twenty-four (24) hour on-call responsibility for any emergency which may arise, and will respond to emergency calls promptly.
- ii. Emergency admissions to an outside hospital shall be coordinated by CMC with the Facility's security personnel as quickly as possible. If an emergency admission is required during the absence of the Medical Director, a designated health care professional will have the authority to make the decision for transfer to an outside hospital.
- iii. When emergency transportation is required to transport the inmate to a local hospital, CMC shall call an ambulance at CMC's expense, as well as coordinate for security services with the Facility.

J. Specialty Services. CMC shall provide all medically necessary specialty consulting services to the Facility's inmates. Off-site specialty care must be supported with documentation for clinical appropriateness and pass CMC's offsite referral criteria.

- i. All specialists utilized by CMC shall hold a New York license and will be American Board-Certified in their respective medical specialty. Documentation will be kept on file by CMC's Health Services Administrator.
- ii. CMC will arrange and pay for all referrals to medical specialists up to the limit as defined in Section 5 "Costs and Payment" of the Agreement. Any costs beyond the limit shall be borne by the County.
- iii. For on-site specialty services, CMC will be responsible for all supplies used or ordered by specialists, including, but not limited to, recommended prosthetics, braces, special shoes, glasses, dentures, hearing aids, and orthopedic devices. CMC shall establish policies and procedures for the provision of prosthetics regarding frequency and eligibility.

K. Dental Care. CMC shall provide a dentist who will utilize the dental operator at the Facility, supervise and direct activities of the dental program, and maintain up-to-date dental records. This dentist will be employed by SM Dental, P.C.

- i. New inmates shall receive a dental screening within fourteen (14) days of booking as part of the health appraisal.
- ii. Dental treatments deemed necessary by the dentist shall be provided in accordance with CMC policies.
- iii. If deemed necessary by the dentist, extraordinary dental treatments may be referred to a dental specialist.
- iv. Dental Services to be provided shall include:
 - a. Charting of decayed, missing, and filled teeth, and a recording of a complete dental history;
 - b. Essential dental services including, but not limited to, extractions and fillings;
 - c. Dental x-ray services;
 - d. Emergency dental services as necessary;
 - e. Oral surgery as may be required either on-site or off-site, as the case may dictate;
 - f. Maintenance of a permanent dental record for each inmate to be included with the inmate's medical record;
 - g. Follow up exams as necessary; and
 - h. Inmate education relating to prevention of dental disease and oral hygiene.

- v. CMC will be responsible for the maintenance of the dental equipment already used in the Facility, for the cost of supplies, and for the purchase of any required new instruments or equipment.

- L. Pharmaceutical Services.** CMC shall provide total pharmaceutical services to the Facility, including prescription and non-prescription medications and all intravenous solutions ordered by physicians, mid-level practitioners, and dentists, through Westwood Pharmacy, or another equally qualified pharmacy of CMC's choosing, up to the limit of three hundred thousand dollars (\$300,000.00) per year, as stated in Section 5 "Costs and Payment" of the Agreement. Any additional pharmaceutical costs in excess of this amount will be borne by the County.
- i. Pharmaceutical services shall be sufficient to meet the needs of the Facility on a seven (7) day per week basis and must be in accordance with all legal requirements as per the following:
 - a. The pharmacy will comply with all applicable State and Federal Laws and Regulations regarding prescribing, dispensing, administering, and procuring pharmaceuticals, including NCCHC, NYSCOC, and American Correctional Association (ACA) Standards.
 - b. A consulting pharmacist will be provided for visits and consultation on a regular quarterly basis to review all phases of the Facility's pharmacy operation and shall provide a written review to the Facility.
 - ii. All prescriptions shall be prepared off-site. All drugs will be stored under proper conditions of sanitation, temperature, light, moisture, ventilation, segregation, and security. Maximum security storage shall be maintained for DEA-controlled substances, needles, syringes, and other items subject to abuse.
 - a. The pharmacy shall provide a double-key stationary lock box for controlled dangerous substances. The pharmacy shall also provide medication cart maintenance, and will replace such medication cart when requested by the County.
 - b. CMC shall conduct required periodic review of all orders for DEA-controlled substances, psychotropic drugs, or any other drug that should be restricted because of potential for abuse, or for any other reason dictating that patient compliance be monitored.
 - iii. Daily delivery from the pharmacy to the Facility will be provided.
 - iv. An adequate supply of emergency drugs, and related information, shall be readily accessible to meet the needs of the Facility. CMC shall supply emergency (STAT) prescription medication kits containing starter doses limited to those medications which require immediate administration in order to alleviate pain or infection, to modify dangerous behavior, or to preserve life.
 - v. CMC shall maintain a formulary and shall require all physicians to follow the formulary when prescribing medications.
 - vi. CMC shall implement a method for notifying the practitioner of the impending expiration of a drug order, so that the practitioner can determine whether the medication is to be continued, modified, or discontinued.
 - vii. A unit dose method of packaging shall be used. The pharmacy will label all medications with inmate name and number, individual medication, route, times of administration, and expiration date. A nurse will check for accuracy when the medications are delivered.
 - viii. CMC shall monitor all inmates placed on medication. Blood pressure shall be checked regularly, and drug levels shall be monitored, where appropriate.
 - ix. Inmates that are released from the Facility will be provided with a minimum three (3) day supply or a prescription for continuation of psychotropic, chronic care, or infectious disease medications.

M. Phlebotomy, Laboratory, and X-Ray Services. CMC shall provide medical laboratory services through Bio-Reference Laboratories, Inc., a full service clinical laboratory with specialty capability, and x-ray services through K&A Radiologic Tech Services,

- i. Through Bio-Reference, CMC shall provide full scope laboratory services. Bio-Reference will provide all equipment necessary to draw and submit specimens to the laboratory, including centrifuges and locked insulated lab specimen containers. A pathologist from Bio-Reference shall be available to consult with the attending physician as-needed.
- ii. Specimens shall be collected by CMC according to the appropriate laboratory standards as required by NCCHC Standards.
- iii. All lab results shall be processed within twenty-four (24) hours, except those that require a longer processing time.
- iv. CMC shall develop a system that incorporates a laboratory result flow sheet, a tickler system consisting of call-back and medical record notation of abnormal findings, and identification of normal and abnormal findings.
 - a. All abnormal findings shall receive medical follow-up within twenty four (24) hours.
- v. Lab results shall be in full compliance with HIPPA to protect the transmission and storage of clinical information.
- vi. CMC has the responsibility to ensure that the contracted laboratory has a quality assurance plan.

N. Eye Care Services. Eye care services shall be provided through Correctional Eye Care Network Services, Inc. Any recommendations made by this specialist, such as glasses, shall be made consistent with Section J(iii) "Specialty Services" of this Exhibit A.

O. Therapeutic Diets. CMC's Medical Director or mid-level practitioner shall ensure proper prescribing of therapeutic medical diets for inmates who, because of their medical condition, require a diet not normally prepared for and provided to the general inmate population. These therapeutic diets shall only be ordered when clinically indicated.

- i. Orders for therapeutic diets must include the type of diet, the duration for which it is to be provided, and any special instructions. CMC must work with the Facility's food services provider to ensure that these diets are within the capabilities of the Facility.
- ii. These diets will be reviewed and evaluated every six (6) months to determine nutritional adequacy and the medical need to continue the inmate on such diet program.
- iii. CMC shall not order religious preference diets. These requests shall be referred to the Facility.

P. Clearance for Food Service Workers. CMC shall provide examinations and tests to medically confirm that inmate food service workers are free of contagious disease(s) and are medically fit to work in the food services area of the Facility.

- i. CMC shall initiate the clearance process within twenty-four (24) hours of receiving the list of inmates to be cleared for work.
- ii. CMC shall document the worker clearance appropriately.

Q. Therapeutic Restraints and Seclusion. Orders for medical restraints and/or seclusion shall be managed by a physician. This order will only be given when it is determined that less restrictive treatment either has been or will be ineffective. It must be in accordance with the Facility's Use of Force Policy.

- i. These orders shall include the type of restraints or seclusion ordered, reason for use, under what circumstances they may be used, where the inmate will be during this period; and the length of time restraints and/or seclusion is to be used.
- ii. Inmates shall be restrained in a natural position. The medical order for restraints shall not exceed twelve (12) hours, at which time a further review will be undertaken. Only Facility personnel shall apply restraints.
- iii. Facility personnel and/or CMC will check and document the condition of an inmate in restraints or seclusion every fifteen (15) minutes.
- iv. CMC Staff will ensure that blood flow is not impeded and no neurological impairment is occurring for inmates placed in a restraint chair. CMC will turn an inmate restrained in a bed every two (2) hours, or in accordance with medical standards.
- v. When an inmate is placed in restraints for security reasons, Facility personnel will notify CMC and CMC will:
 - a. Immediately review the inmate's medical record and communicate any contraindications to or accommodations required during the use of those restraints;
 - b. Initiate monitoring of the inmate's health and continue that monitoring at regular intervals for as long as that inmate is restrained; and
 - c. Notify the Medical Director of any inmate who has a medical or mental health illness that is placed in restraints by Facility personnel in order to obtain necessary medical orders.
- vi. Seclusion requires a written order by the Medical Director. In an emergency situation, an inmate may be placed in seclusion prior to this order, but immediate notification to the Medical Director must be made.
 - a. The seclusion area shall be free of potentially dangerous articles, and the physical needs of the inmate must be met.
 - b. The inmate must be observed every fifteen (15) minutes with appropriate logging of documentation.
- vii. Psychological restraint, involving the withholding of privileges or restricting participation in activities, requires the order of the Medical Director.
 - a. This shall be done as part of a treatment plan and shall not interfere with any rights of the inmate.

R. Forensic Information. CMC shall not participate in the collection of forensic information, including:

- i. Performing psychological evaluations for adversarial proceedings or parole evaluations;
- ii. Conducting body cavity searches for contraband, unless ordered by a physician for the protection of an inmate's health or welfare; or
- iii. Court-ordered laboratory tests or radiology procedures without the inmate's consent:
 - a. CMC shall carry out any court-ordered or state-mandated collection to include DNA when inmate consent is received.

S. Waste Management and Infectious Waste Disposal. CMC shall provide disposal systems for hazardous medical waste as required by the County, including needles, syringes, and other materials used under this Agreement. CMC will ensure that only infectious waste is deposited in the designated contaminated waste containers.

- i. CMC will use a subcontracted service for the removal and disposal of all infectious and hazardous waste materials, in accordance with all applicable Federal, State, and Local Regulations, Laws, and Codes, as well as Facility policies and procedures.
- ii. CMC shall be responsible for the cost of handling, removal, and disposal, including all necessary supplies.

iii. CMC shall also implement a count procedure and log book procedure for sharp instruments and other such items in the medical services area. Any missing items shall be reported to the Facility immediately.

Exhibit B
Records and Reports

- A. Medical Records System.** CMC shall utilize the existing records management system and software in place at the Facility to compile medical records. The Facility will not be responsible for any additional costs relating to maintaining medical records. CMC shall be responsible for additional costs incurred, if any, in order for CMC to interface with the Facility's system.
- i. CMC shall ensure accurate, comprehensive, up-to-date medical information is maintained for each inmate.
 - ii. CMC shall ensure specific compliance with professional standards regarding confidentiality, informed consent, and access/disclosure.
 - iii. CMC shall provide a full-time assistant whose sole task will be with entry of the necessary data into the Facility's computer system.
- B. Records and Retention.**
- i. The medical records are the property of the County. The records are to be maintained for a period of five (5) years and retained in accordance with the NYS Records Retention Schedule.
 - ii. Access to the records is governed by Federal, State, and Local health authority and generally will be limited to appropriate CMC Staff in order to maintain confidentiality. The records systems shall be in compliance with H.I.P.A.A. regulations.
 - iii. Medical records shall be kept separate from the inmate's confinement records.
 - iv. No information contained in the medical records shall be released by CMC, except as required by the County, by a court order, or otherwise, in accordance with applicable laws and regulations.
- C. Reports from CMC to County.**
- i. CMC shall provide the County with reports relating to Services rendered under this Agreement.
 - a. CMC shall coordinate monthly Medical Administrative Meetings with the Facility to discuss the Services. CMC shall maintain minutes of such meetings.
 - b. CMC shall prepare and participate in external reviews, inspections, and audits as requested. CMC shall develop and implement plans to correct identified deficiencies.
 - c. CMC shall keep statistical data which shall include utilization of Services statistics and other areas that CMC and the Facility agree would be useful to evaluate the health care program, identify potential programs, discuss resolution, and anticipate future needs.
 - ii. CMC shall maintain regular communication with the Facility throughout this Agreement. CMC's Health Services Administrator shall be available for consultation with the Facility at all times.

Exhibit C
Educational Services

- A. Inmate Education.** CMC shall provide a health education program to the inmates of the Facility. CMC shall provide audio and video tapes, patient education brochures and pamphlets, and classes and instruction.
- i. CMC shall provide a health education program tailored to meet the specific needs of the inmate population at the Facility.
 - ii. CMC's Patient Information Sheets shall be provided to inmates during sick call or clinics, which provides inmates with information on a variety of chronic disease conditions, and includes information on medications, disease process, and self-management.
 - iii. CMC shall work with community agencies such as the Red Cross, the American Heart Association, the American Cancer Society, the American Lung Association, and other sources to develop and carry out inmate health education programs.
- B. Correctional Facility Training.** CMC shall implement and maintain a basic health care training program for Facility personnel. Training shall be provided quarterly, at a minimum.
- i. Facility training shall include:
 - a. Action required in emergency situations;
 - b. AED use;
 - c. First aid and obtaining emergency care;
 - d. Precautions when handling AIDS patients;
 - e. Recognition of and transportation for inmates afflicted with infectious diseases;
 - f. Signs and symptoms of mental illness; and
 - g. Recognizing and responding to a suicidal inmate.
 - ii. CMC shall designate a Staff member to participate in Facility new employee orientation.
 - iii. CMC shall maintain a medical library on-site at the Facility.
 - a. At termination of this Agreement, the library shall remain the property of the County.


**Exhibit D
Staffing**

A. Staffing. CMC shall provide and maintain adequate staffing levels to carry out the Services of this Agreement. Staff to be provided by CMC shall include the following: the Health Services Administrator; the Medical Director; a physician, a physician assistant/nurse practitioner, RNs, LPNs, a certified medical assistant, a dentist, a dental assistant, a medical records clerk, and an administrative assistant. The Staff shall provide the Services in accordance with the following chart.



**Correctional
Medical Care, Inc.** 

**CBH
Medical, P.C.**

 **BM Dental, P.C.**

<i>Oneida County Correctional Facility</i>								Census:	550
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/Wk	FTE
DAY SHIFT									
Health Services Administrator (RN)	8	8	8	8	8			40.0	1.0
Medical Director		6		6				12.0	0.3
Physician Asst/Nurse Practitioner (PA/NP)	8	8	8	8	8			40.0	1.0
RN	16	16	20	20	20	16	16	124.0	3.1
LPN	12	12	12	12	12	12	12	84.0	2.1
Certified Medical Assistant (CMA)	8	8	8	8	8			40.0	1.0
Dentist			8					8.0	0.2
Dental Assistant			8					8.0	0.2
Medical Records Clerk	8	8	8	8	8			40.0	1.0
Administrative Assistant	8	8	8	8	8			40.0	1.0
EVENING SHIFT									
RN	12	12	20	20	20	8	8	100.0	2.5
LPN	12	12	12	12	12	12	12	84.0	2.1
NIGHT SHIFT									
RN	8	8	8	8	8	8	8	56.0	1.4
LPN	8	8	8	8	8	8	8	56.0	1.4
TOTAL HOURS/FTE per week								732.0	18.3

- i. All hours shall be spent on-site at the Facility, except as otherwise expressly agreed to by the Facility and CMC. Staffing work schedules may be modified upon the Parties mutual consent and written agreement. The Facility may initiate discussion of modifications to the schedule of any CMC Staff at any time if needed in order to comply with NYSCOC Standards;
- ii. Copies of staffing schedules will be provided to the Facility on a monthly basis, one week prior to the start of the month.

- iii. An accounting of actual days and hours worked by CMC Staff will be provided to the Facility on a monthly basis at the end of each month.
- iv. The Medical Director and Health Services Administrator shall be on-call twenty-four (24) hours per day. The physician does not have a set schedule, but must make him/herself available at the Facility twelve (12) hours per week, split between two (2) or three (3) days, in order to complete all Services required under this Agreement.
- v. A full-time contractual Staff shall be on-site in accordance with the above chart, or amended chart if agreed to by the Parties.
 - a. The schedule agreed to must be strictly adhered to. If the Staff does not meet specified hours of service provided above, or as mutually agreed to in writing by the Parties, monthly deductions in the form of liquidated damages shall be paid to the Facility at one and a half times CMC's hourly salary for that position, plus a 20% fee.
- vi. CMC shall cover all periods of absences caused by vacations, holidays, and sick leave. Deductions for absence of Staff due to vacation, sick time, or education leave shall occur after three (3) consecutive days of absence. CMC shall issue the Facility the appropriate financial credit consisting of an hourly salary and fringe benefits for all hours relating to each incidence that a position is not covered or remains vacant.
 - a. If the position of Health Services Administrator is left vacant for a period of greater than thirty (30) days, CMC shall pay one and a half times the salary rate per hour, times the number of hours the position was left vacant after thirty (30) days, to the Facility as a penalty.
- vii. Facility personnel and/or inmates shall not be employed or otherwise engaged by CMC in the direct rendering of any Services under this Agreement; except Facility personnel will provide assistance in restraining inmates, as in Exhibit A, Section Q "Therapeutic Restraints and Seclusion," and security services for inmate transport, as further described in Exhibit F, Section B "Security During Inmate Transport."
- viii. To the extent that CMC does not in any particular week provide the hours required as shown in this Exhibit, or as later agreed to by the Parties, for any position, CMC shall deduct from the applicable invoice covering that week the cost of those Services. To the extent that the hours were not provided for a physician, nurse, nurse practitioner, physician assistant, psychiatrist or dentist, the County shall be credited a penalty of \$500 for that week. In calculating the hours provided, hours worked:
 - a. By a physician above any contractually-required amounts may be counted towards hours that are required for a physician's assistant or nurse practitioner;
 - b. By a nurse practitioner above any contractually-required amounts may be counted towards hours that are required for a nurse;
 - c. By a registered nurse above any contractually-required amounts may be counted towards hours that are required of a licensed practical nurse;
 - d. By a licensed psychiatrist above any contractually-required amounts may be counted towards hours that are required of a psychiatric nurse;
 - e. By a registered nurse or a licensed practical nurse above any contractually required amounts may be counted towards hours that are required of a dental assistant; and
 - f. By a registered nurse or a licensed practical nurse above any contractually-required amounts may be counted towards hours that are required of an administrative assistant.
- ix. Notwithstanding the above Section A(viii), to the extent that the County notifies CMC in writing that the County wants CMC to provide in a subsequent period the hours that were

not provided in a prior period, CMC agrees to do so, and the County shall pay CMC for the cost of providing those Services.

- B. Recruitment.** CMC shall recruit and interview candidates who are currently licensed or certified in the State of New York, CMC will contact and interview current Staff to identify those who would like to continue in their current employment at the Facility.
- i. CMC's corporate office will be responsible for recruiting procedures, and will coordinate them with the Facility.
 - ii. CMC Staff will be subject to all security regulations and procedures of the Facility, as further detailed in Exhibit F "Security Policies." CMC Staff shall comply with all current and future Federal, State, and Local Laws and Regulations, court orders, administrative directives, departmental directives, and NCCHC, NYSCOC, and ACA standards.
 - iii. Background investigations of all prospective Staff shall be conducted prior to actual employment with CMC at the Facility.
 - iv. All screened candidates shall make an on-site visit to the Facility prior to employment.
 - v. The County maintains the right to approve all candidates for employment. The County reserves the right to search any person, property (including vehicles), or article entering the Facility.
- C. Retention.** CMC shall have its own internal processes in place to retain its Staff to ensure continuity of care is never compromised.
- D. Staffing Shortages.** CMC shall maintain a pool of per diem Staff to be used when necessary to maintain complete staffing levels. This staffing pool shall pass all background checks and be pre-approved by the County prior to their first day of work at the Facility.
- E. Equal Employment Opportunity.** CMC represents and warrants that it is an equal opportunity employer and fully complies with Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and all other applicable Federal, State, and Local Laws, Ordinances, Rules, and Regulations.
- F. Drug-Free Workplace.** CMC represents and warrants that it provides a drug-free, healthy, and safe workplace. CMC requires that all CMC Staff, while on CMC and Facility premises, and while conducting CMC-related activities, shall not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs.
- G. Licensure/Certification.** CMC represents and warrants that it requires all Staff to annually submit verification of current licensure and/or certification with the State of New York, and that CMC will maintain appropriate filing of credentials.
- H. Orientation of New Staff.** CMC shall orient new Staff with the Facility and the Services requirements under this Agreement, and provide a formal CMC orientation.
- I. Continuing Education and In-Service Training.** CMC will provide continuing education programs to their Staff to ensure and enhance the consistency of the quality of care in the Facility. CMC will also provide in-service training, appropriate to each position, regularly. CMC maintains sole discretion in the course of its training its Staff.

Exhibit E
Quality Improvement Programs

- A. Quality Improvement.** CMC shall implement a Quality Improvement Program to address health, environment, and safety issues in the Facility.
- i. This Quality Improvement Program will determine compliance with all Federal, State, and Local Laws and Regulations, and accepted practice.
 - ii. This Quality Improvement Program shall monitor patient care, prevent nosocomial infections and the spread of communicable diseases, and promote a safe and sanitary environment.
 - iii. All major aspects of the health care system will be reviewed and evaluated, and a corrective action plan will be put into place for those areas requiring improvement.
- B. Continuous Quality Improvement Committee.**
- i. A Continuous Quality Improvement Committee shall meet at least quarterly with Facility personnel to review significant issues and changes, and to provide information about the Program.
 - ii. Minutes from these meetings shall be maintained and treated as Confidential Information.
- C. Medical Audit Committee.**
- i. CMC shall maintain a Medical Audit Committee which shall ensure that inmate health care Services are provided in a manner that complies with Agreement requirements.
 - ii. Trends shall be reviewed, significant cases identified, progress on medically-relevant strategic plans reviewed, and any administrative issues as related to medical practice shall be resolved.
- D. Utilization Management Program.** CMC's Utilization Management (UM) Program shall ensure the inmates receive the most clinically appropriate treatment. This UM Program will include:
- i. Preauthorization, continued stay review, discharge planning, retrospective review, and quality improvement review of inpatient treatment;
 - ii. Authorization of emergency room, outpatient surgery, observation services, ambulatory referrals, and high-cost services;
 - iii. Provider file for the authorization process for identifying preferred providers;
 - iv. Daily census for all inpatient admissions for continuous on-line monitor care;
 - v. Board certified panel of physician reviewers for specialty peer reviews;
 - vi. Panel of physicians and case managers that research new procedures and drugs, utilizing medical databases, for the most up to date information on clinical protocols; and
 - vii. Population assessment methods to target disease management interventions in high-impact/low-prevalence diseases.
- E. Retrospective Claims Review.** CMC shall conduct a retrospective review of the inmate's inpatient medical record when:
- i. The length or justification of stay exceeds or does not meet guidelines;
 - ii. Billed charges are excessive for services rendered; or
 - iii. Services are provided outside of the established provider network.
- F. Cost Containment Program.** Cost containment shall be achieved with use of CMC's UM Program as follows:
- i. Number and frequency of hospital admissions, length of stay, emergency room visits, short procedures, and specialty referrals shall be monitored daily.

- ii. CMC's Health Services Administrator shall monitor the status of each inmate during hospitalization.
 - iii. CMC's UM Team will routinely review appropriateness of hospitalizations and procedures performed, and will monitor and evaluate utilization and cost-effectiveness of services and facilities in order to provide and maintain quality care.
- G. Risk Management and Mortality Review.** CMC shall conduct clinical and environmental risk management to prevent occurrences of events that lead to increased liability in the providing of Services, as well as reduce liability when adverse events occur.
- i. CMC shall review incident reports, transportation logs, critical incidents/emergency drills, environmental inspection reports, and credentialing reports, as well as any other items that may be of value in assessing risk management.
- H. Pharmacy and Therapeutics Committee.** CMC shall implement a Pharmacy and Therapeutics Committee to be responsible for additions and deletions to the formulary, monitoring usage of pharmaceuticals, and identifying prescribing patterns of practitioners.
- i. Quarterly written consultation reviews of the pharmacy operations by a consulting pharmacist will be provided to the Facility.
- I. Infection Control Program.** CMC shall implement a program that complies with the Center for Disease Control and OSHA guidelines for the surveillance, treatment, and prophylaxis of infectious diseases including tuberculosis, HIV+ inmates, and AIDS.
- i. CMC will assign a nurse to be responsible for the infection control program. This program shall include:
 - a. Monitoring the incidence of infections and communicable diseases among inmates;
 - b. Promoting a safe and healthy environment;
 - c. Procedures to detect inmates with infectious and communicable diseases (e.g. TB Testing) and ensure that inmates infected receive prompt care and treatment;
 - d. Isolation when medically indicated and compliance with prescribed treatment regimens;
 - e. Decontamination of medical equipment and proper disposal of sharp and biohazardous waste;
 - f. Strict adherence to Universal Precaution requirements prescribed by OSHA to minimize the risk of exposure to blood and body fluids; and
 - g. Completion and filing of all reports consistent with Federal, State, and Local Laws and Regulations.
- J. Safety and Sanitation Inspections.** CMC shall coordinate monthly safety and sanitation inspection of areas within the Facility where Services are provided, in addition to CMC's daily responsibility to maintain adequate sanitary levels.
- i. CMC shall make appropriate recommendations for correction on discrepancies or citations noted during such inspections.
- K. Disaster Plan.** CMC shall review and approve the health aspects of the Facility's disaster plan in accordance with NCCHC standards concerning emergency plans.
- i. A site-specific policies and procedures manual, based on NCCHC standards, and conforming to all Local and State Laws and Regulations, shall be developed and implemented for the Facility.

- ii. CMC shall conduct ongoing evaluation of compliance and an annual review of all medical unit policies and procedures. Evaluations shall be documented and submitted in quarterly and annual reports to the Facility.
- iii. CMC will consult with the Facility on policies which may affect the Facility's security operations and work to ensure they are not hindered in any way.

L. Inmate Grievances: CMC shall address each medical grievance appropriately to quickly address concerns and medical needs, and avoid litigation. All grievance procedures will conform to the Facility's regulations. If the Facility reviews a disputed case and recommends a course of action, CMC shall follow and implement the Facility's recommendations.

- i. CMC shall respond with a written response to each complaint within five (5) days of receipt of the complaint.
- ii. CMC shall maintain a system to track complaints from receipt to resolution. Grievances shall be logged and reviewed by the Quality Improvement Committee.
- iii. CMC shall provide a monthly report of complaints to the Facility. Reports will include, at a minimum, the inmate name and identification number, the date the complaint was received, a description of the complaint, and the current and final resolution.

Exhibit F
Security Policies

- A. Facility Security.** CMC agrees to abide by all Facility security policies throughout the Term of this Agreement.
- i. CMC shall be subject to and shall comply with all security regulations and procedures of the County and the Facility. Violations of regulations may result in CMC Staff being denied access to the Correctional Facility. In this event, CMC shall provide alternate Staff to complete the Services, subject to the Facility's approval.
 - ii. Any new CMC Staff shall attend a standard orientation program conducted by the Facility consisting of security, classification, blood borne pathogen, CPR and First Aid within sixty (60) days of their employment. CMC shall be responsible for Staff compensation during this training.
 - iii. All CMC Staff shall be required to pass a criminal record review conducted by the County in order to provide Services at the Facility. All Staff performing on-site services are required to undergo a pre-employment drug screening, the cost of which shall be paid for by CMC.
 - iv. The Facility will take all reasonable steps to provide sufficient security to enable CMC Staff to safely and adequately provide the Services described in this Agreement. The Facility will provide security for CMC Staff consistent with security provided to other workers in the Facility.
 - v. CMC understands and agrees that the Facility reserves the right to observe CMC's operations and inspect any areas CMC may be in at any time without notice.
 - vi. The County Sheriff possesses the sole discretion to deny any person access to the Facility where the Sheriff determines that person to be a threat to the safety and/or security of the Facility.
- B. Security During Inmate Transport.**
- i. CMC must coordinate any off-site travel of inmates with the Facility. The Facility will provide security as appropriate in connection with the transportation of any inmate between the Facility and any other location for off-site medical services.
 - ii. CMC shall follow all directions provided by the Facility in order to maintain the highest level of security while inmates are off Facility grounds.
 - iii. Security shall be provided as further detailed in Exhibit A, Section H "Hospital Care" and Section I "Emergency Services."

Exhibit G
Standard County Contract Clauses Addendum

THIS ADDENDUM, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

1. Executory or Non-Appropriation Clause.

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

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- 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, and officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the tension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 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 85.105 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 indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - 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 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:
 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;

- e. 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 (1), (0), (0), (d), (0), (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.
 3. 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 "HIPPA," as well as all regulations promulgated by the Federal Government in furtherance hereof, 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. **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 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.**

- a. 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.
- b. 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.

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

18. Certification of compliance with the Iran Divestment Act.

- a. Pursuant 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).
- 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.

- c. 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.

- d. 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.



Written Consent of Change

Pursuant to Section 17 of the current Health Services Agreement ("Agreement") effective January 1, 2018, CBH Medical P.C. ("CBH") is seeking prior written consent for the purpose of removing Correctional Medical Care, Inc. ("CMC") as the contracted management services provider to be replaced with Qualis Group LLC.

Per the terms of the Agreement, the contractual obligations of each party shall remain the same. CBH seeks only to replace CMC as the named management service provider. All parties shall remain bound by the requirements of the Agreement.

Whereas, CBH and CMC have mutually agreed to end their management services agreement, effective April 30, 2019.

Whereas, CBH has entered into a management services agreement with Qualis Group LLC to be effective May 1, 2019.

Therefore, the County authorizes Qualis Group LLC to replace CMC as the administrative service company contracted with CBH in the aforementioned Agreement with all terms and conditions remaining the same. Section 5 of the Agreement is amended to include a detailed Year Two Compensation Schedule, and is attached as Schedule A,

COUNTY OF ONEIDA

[Signature]
Date

County Executive

CBH MEDICAL P.C.

[Signature] 5/1/19
Date

Authorized Agent

COUNTY OF ONEIDA

[Signature]
Date

Sheriff

QUALIS GROUP LLC

[Signature] 5/1/19
Date

President

COUNTY OF ONEIDA

[Signature] 5/14/19
Date

County Attorney



Griffiss International Airport

660 Hangar Road, Suite 223
Rome, NY 13441

Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

CHAD LAWRENCE
Commissioner of Aviation
FN 20 20-224

June 9, 2020

AIRPORT

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

WAYS & MEANS

Dear County Executive Picente:

On January 12, 2020, a strong wind caused major damage to Building 101. We have filed a claim with Tokio Marine HCC for damages at Griffiss International Airport. Tokio Marine HCC has approved the claim in the amount of \$555,197.48, claim #196029. On April 20, 2020 Tokio Marine HCC has approved an additional claim in the amount of \$192,442.30, claim # 196257.

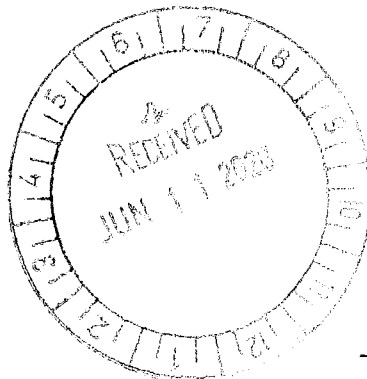
The roof is currently being repaired by J&B Roofing.

I therefore request Board of Legislators approval to amend the following Capital Project H-606 Griffiss – Building 101 Phase 1 as follows:

	<u>Current</u>	<u>Change</u>	<u>Proposed</u>
H606 – Bonding	\$600,000.00	\$0	\$ 600,000.00
H606 – Other	\$555,197.48	\$192,442.38	\$ 747,639.86
Total Project	<u>\$1,155,198.00</u>	<u>\$192,442.38</u>	<u>\$1,347,640.38</u>

Respectfully submitted,

Chad Lawrence
Commissioner of Aviation



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

Anthony J. Picente, Jr.
County Executive

Date 6-11-20

Anthony J. Picente, Jr
County Executive



Joseph M. Johnson
Commissioner

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

June 5, 2020

FN 20 20-225

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

WAYS & MEANS

Dear County Executive Picente:

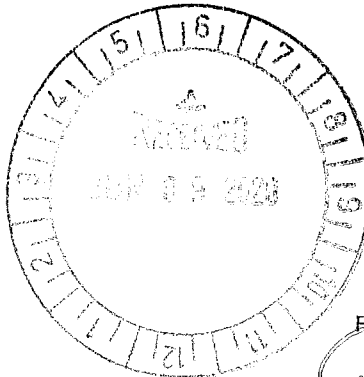
Attached please find correspondence from Water Quality and Water Pollution Control, requesting extended sick leave with pay for Michael Longo, WWTP Maintenance Helper.

Mr. Longo began his employment with Oneida County on March 18, 1996 and has over 24 years of service with Oneida County. According to the Oneida County Personnel Rules, he may be granted up to sixty (60) working days of extended sick leave with pay with the understanding that he is obligated to pay back the sick days used upon his return to work. He has also applied for Leave Donations as required by the Oneida County Leave Donation Policy.

I recommend that this request be forwarded to the Board of Legislators for their consideration at their next meeting.

Sincerely,

Joseph M. Johnson
Commissioner of Personnel



Attachment

Cc: Steven Devan, Commissioner
Michael Longo

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

Date 6-9-20

Sandra J. DePerno
County Clerk

Diane B. Abraham
1st Deputy Clerk



Deputy County Clerks
Gary Artessa
Brenda Breen
Lynarda J. Girmonde
Patricia Ferrone

CLERK OF ONEIDA COUNTY

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

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

February 26, 2020

FN 20 20 - 148

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear County Executive Picente:

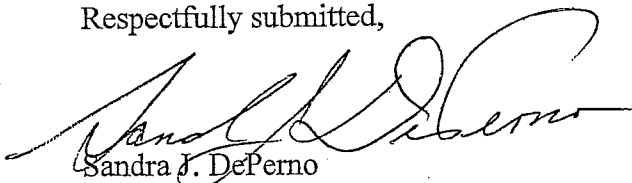
The New York State Legislature recently amended Section 291 of the New York State Real Property Law. This amendment goes into effect on March 11, 2020, and mandates that County Clerks mail a written notice to the property owner of record every time a conveyance of residential real property is recorded.

The amendment authorizes me to collect a reasonable fee to cover the cost of mailing this notice. The New York State Association of County Clerks has determined that a ten dollar (\$10.00) fee is appropriate and shall be uniform across the State.

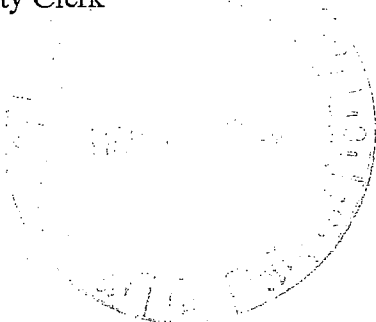
Therefore, I request your approval, and the Board of Legislators' approval, to charge and collect a ten dollar (\$10.00) fee, for the recording of any conveyance of residential real property in my office.

Thank you for your consideration.

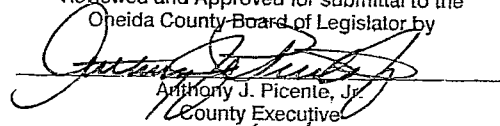
Respectfully submitted,



Sandra J. DePerno
County Clerk

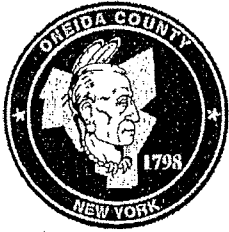


Reviewed and Approved for submittal to the
Oneida County Board of Legislators by



Anthony J. Picente, Jr.
County Executive

Date 3/3/20



ONEIDA COUNTY
 DEPARTMENT OF EMERGENCY SERVICES
 FIRE COORDINATOR
 911 CENTER
 STOP DWI PROGRAM

ANTHONY J. PICENTE, JR.
 County Executive

EDWARD STEVENS
 Director

120 Base Road • Oriskany, New York 13424
 Phone: 315-765-2526 • Fax: 315-765-2529

June 11, 2020

FN 20 20-226

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente,

The Department of Emergency Services would like to enter into an agreement with Town of Annsville to lease a parcel of land located on Route 69 in the Town of Annsville. We will be constructing a new communications tower on that parcel to continue to upgrade the public safety emergency communications system. The construction of the tower in Annsville will ensure better radio coverage in that portion of the County.

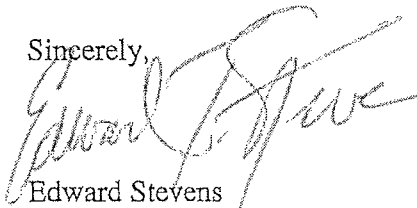
No County funds will be needed for this agreement.

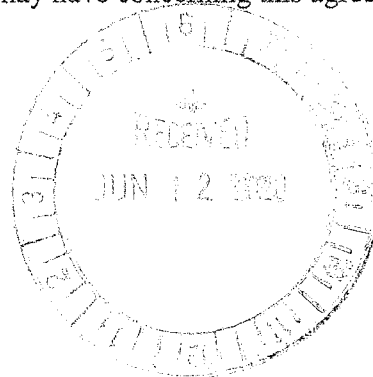
If this agreement meets with your approval, please forward the same to the Board of Legislators for their review and approval.

I am available to answer any questions that you may have concerning this agreement.

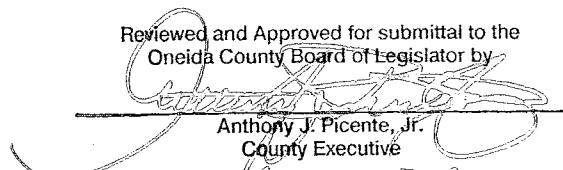
Thank you for your consideration.

Sincerely,


 Edward Stevens
 Director of Emergency Services



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


 Anthony J. Picente, Jr.
 County Executive
 Date 6-11-20

Oneida Co. Department: Emergency Services

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Town of Annsville
9196 Main Street
Taberg, NY 13471

Title of Activity or Service: Lease with the Town of Annsville to construct a
communications tower

Proposed Dates of Operation: 5-year initial term with the right to annual 5-year renewal
terms

Client Population/Number to be Served: Oneida County

Summary Statements:

- 1) **Narrative Description of Proposed Services:** The Town of Annsville is leasing a portion of their land to allow for the construction of a public safety radio communications tower.
- 2) **Program/Service Objectives and Outcomes:** Ensure radio coverage continues to improve throughout the County.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$1.00

Account # H588

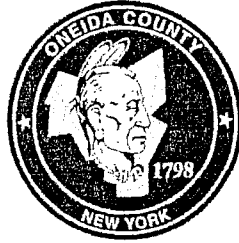
Oneida County Dept. Funding Recommendation: State Grant

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None



LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), dated as of the date below, is entered into by the Town of Annsville, a municipal corporation organized and existing under the laws of the State of New York, with principal offices located at 9196 Main Street, Taberg, New York 13471 (hereinafter referred to as "Landlord") and Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having principal offices located at 800 Park Avenue, Utica, New York 13501, (hereinafter referred to as "Tenant").

BACKGROUND

Landlord owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located on Route 69 in the Town of Annsville, County of Oneida (Tax Parcel 167.000-1-87), State of New York (collectively, the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications operations. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **LAND LEASE.**

(a) Landlord agrees to lease a portion of the Property necessary for the communications equipment installation, a one hundred by one hundred (100' by 100') square foot area, as described and detailed on the site plan attached as **Exhibit 1** (collectively, the "Premises"). The parties agree that a formal metes and bounds description of the Premises will be obtained and attached as **Exhibit 2**.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals, and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communication fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property. Tenant further has the right to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed

to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

3. **TERM.**

(a) The lease term will be for five (5) years, commencing upon the Commencement Date, as defined below (hereinafter referred to as the "Initial Term").

(b) Provided that Tenant is not in default under this Agreement, Tenant shall have the sole option to renew this Agreement for an additional term of five (5) years under the same terms and conditions herein (hereinafter referred to as the "First Renewal Term"). Tenant shall give Landlord written notice of intention to exercise this renewal option no less than ninety (90) days prior to the expiration of the Initial Term.

(c) Following the expiration of the First Renewal Term, and provided that Tenant is not in default under this Agreement, Tenant shall have the sole option to renew this Agreement for additional renewal terms of five (5) years each, under the same terms and conditions herein (hereinafter referred to as successively numbered Renewal Terms, ex: "Second Renewal Term"). Tenant shall give Landlord written notice of intention to exercise this renewal option no less than ninety (90) days prior to the expiration of the then-existing Renewal Term.

(d) After the Fourth Renewal Term, this Agreement may be renewed for additional Renewal Terms of five (5) years upon the mutual consent of both parties. Landlord shall give Tenant written notice of intention to not consent to any particular renewal option no less than sixty (60) days prior to the expiration of the then-existing Renewal Term.

(e) If at any time the property ceases to be used for the purposes contemplated under this Agreement, any subsequent Renewal Terms must be upon the mutual consent of both parties.

(f) If Tenant remains in possession of the Premises after the termination or expiration of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

4. **RENT.**

(a) Commencing on the date of execution of the Lease Agreement by both parties (the "Commencement Date"), Tenant will pay the Landlord a one-time payment of One Dollar and Zero Cents (\$1.00) ("Rent").

(b) Payment shall be made in accordance with established Oneida County procedures, upon submission of duly approved County claim forms, together with such other and further documentation as may reasonably be required.

(c) There shall be no payment of rent for any Renewal Term exercised by the Tenant.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain all government approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain government approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications.

(b) Tenant has the right to obtain, at Tenant's sole cost and expense, a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or government approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant

or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable; or

(b) By Tenant or Landlord on sixty (60) days prior written notice for cause.

7. **INSURANCE.** Tenant will carry during the Initial Term and any Renewal Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$1,000,000 combined single limit per occurrence, and \$3,000,000 general aggregate, for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. It is understood and agreed that the coverage afforded by Tenant's commercial general liability insurance also applies to Landlord as an additional insured, and Tenant will name Landlord as such, but only with respect to Landlord's liability arising out of its interest in the Property.

8. **INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for use of the Property, if such use may in any way adversely affect or interfere with Tenant's Communication Facility. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property. Nothing contained herein will restrict Tenant nor its successors and assigns from installing and modifying its communications equipment.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant or the rights of Tenant under this Agreement. Landlord will take reasonable steps to cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

9. **INDEMNIFICATION.**

(a) Regarding the operations and responsibilities concerning this Agreement, the Landlord covenants and agrees to indemnify, defend and hold harmless the Tenant, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, willful negligence or wrongful act on the part of the Landlord, or agents in connection with this Agreement.

(b) Regarding the operations and responsibilities concerning this Agreement, the Tenant covenants and agrees to indemnify, defend and hold harmless the Landlord, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Tenant, or agents in connection with this Agreement.

10. **WARRANTIES.**

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property and structure by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Atonement Agreement.

11. ENVIRONMENTAL.

(a) Landlord represents that, to the best of Landlord's knowledge, the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Tenant acknowledges that Landlord has informed Tenant that the Premises is the site of the former Town of Annsville dump. Tenant accepts the Premises as is. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in, or on the Property.

(b) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hours per day, seven (7) days per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises and Landlord grants to Tenant an easement for such access. Upon Tenant's request, Landlord will execute a separate recordable temporary easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant reasonable additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant. Tenant will be responsible for maintaining road access to the Property.

13. REMOVAL/RESTORATION.

(a) All portions of the Communication Facility brought onto the Property by Tenant will be and remains Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Notwithstanding the foregoing, at the earlier of the expiration or termination of this Agreement, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises any foundations or underground utilities. Tenant will be responsible for removing all debris from the Property.

(b) Notwithstanding the above, if the lease expires and is not renewed or if the lease is terminated or abandoned as defined in this Agreement, and provided that Tenant has not taken any action to obtain ownership of the Premises, Tenant will remove all facilities/structures such as the tower, shelter, generator and chain link fencing

within eight (8) months of such expiration or termination. Tenant will ensure that any improvements below grade will be cut down to twelve inches (12") to twenty-four inches (24") below grade, depending on the nature of the land, and will be covered.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant at no additional cost to the Tenant or utility company.

15. DEFAULT AND RIGHT TO CURE. The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term, condition, or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord by Tenant.

16. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received. Notice will be addressed to the parties as follows:

If to Tenant: Oneida County Department of Law
 ATTN: County Attorney
 800 Park Avenue
 Utica, New York 13501

 With duplicate to: Oneida County Department of Emergency Services – 911
 ATTN: Director
 120 Base Road
 Oriskany, New York 13424

If to Landlord: Annsville Town Hall
 9196 Main Street
 Taberg, New York 13471

Either party hereto may change the place for the giving of notice to it by thirty (30) days written notice to the other as provided herein.

17. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's reasonable determination, to

render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the

(i) **Indemnification of Property Tax Increases.** Tenant will indemnify and hold harmless landlord from any County or local tax increases on the subject property directly attributable to the construction of Tenant's communications facilities on Landlord's property. Such facilities are currently understood to be tax exempt and therefore no tax increase is anticipated as a result of these facilities. In the event that such increases are believed to exist, Landlord shall work cooperatively with Tenant to provide sufficient documentation to demonstrate said tax increase. If it is determined that a tax increase is attributable to the construction of the Tenant's facilities on Landlord's property, Tenant will provide compensation for the tax increase within 45 days of such determination.

22. **COMMERCIAL WIRELESS EQUIPMENT INSTALLATIONS.** In the event the Tenant subleases a portion of the Communications Facility to a commercial wireless communications carrier for which the Tenant receives revenue, the Tenant and Landlord agree that Tenant shall retain 50% of said revenue on an annual basis for the term during which said revenue is received, and Landlord shall receive 50% of said revenue, provided that said 50% shall only be paid to the Landlord after the total cost of the Communication Facility has been paid off in full by the Tenant.

23. **APPROVAL OF NECESSARY LEGISLATIVE BODIES.** This offer is contingent upon approval by the Oneida County Legislature, and the Town of Annsville Town Board, each to be decided in their complete and absolute discretion.

24. **ASSIGNMENT.** Tenant may not assign its interests under this lease to any third party without the prior written consent of Landlord.

25. **ENTIRE AGREEMENT.** The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Exhibit 1 and Exhibit 2. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to effective as of the last date written below.

"LANDLORD"

By: Stacey Vaile
Stacy Vaile
Annsville Town Supervisor

Date: 6/2/2020

"TENANT"

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

Date: _____

Approved – Oneida County Attorney:

Alison Stanulevich, Esq.
Assistant County Attorney

[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

LANDLORD ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss:
COUNTY OF ONEIDA)

On the 2nd day of June in the year 2020 before me, the undersigned, a notary public in and for said state, personally appeared **STACEY VAILE**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Christine M Broski
Notary Public: Christine M. Broski
My Commission Expires: 4-4-2022



CHRISTINE M. BROSKI
Notary Public, N.Y. State
Oneida County, No. 4925164
Commission Expires 4/4/ 2022

TENANT ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss:
COUNTY OF ONEIDA)

On the ____ day of _____ in the year 2020 before me, the undersigned, a notary public in and for said state, personally appeared **ANTHONY J. PICENTE, JR.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public: _____
My Commission Expires: _____

EXHIBIT 1
DESCRIPTION OF PREMISES

See attached drawing.

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.



CBS COMPANIES
 C&S Engineers, Inc.
 499 col. Eileen Collins Blvd.
 Syracuse, New York 13212
 Phone: 315-485-2000
 Fax: 315-485-8887
 www.cbs.com

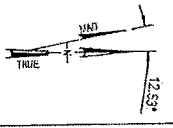
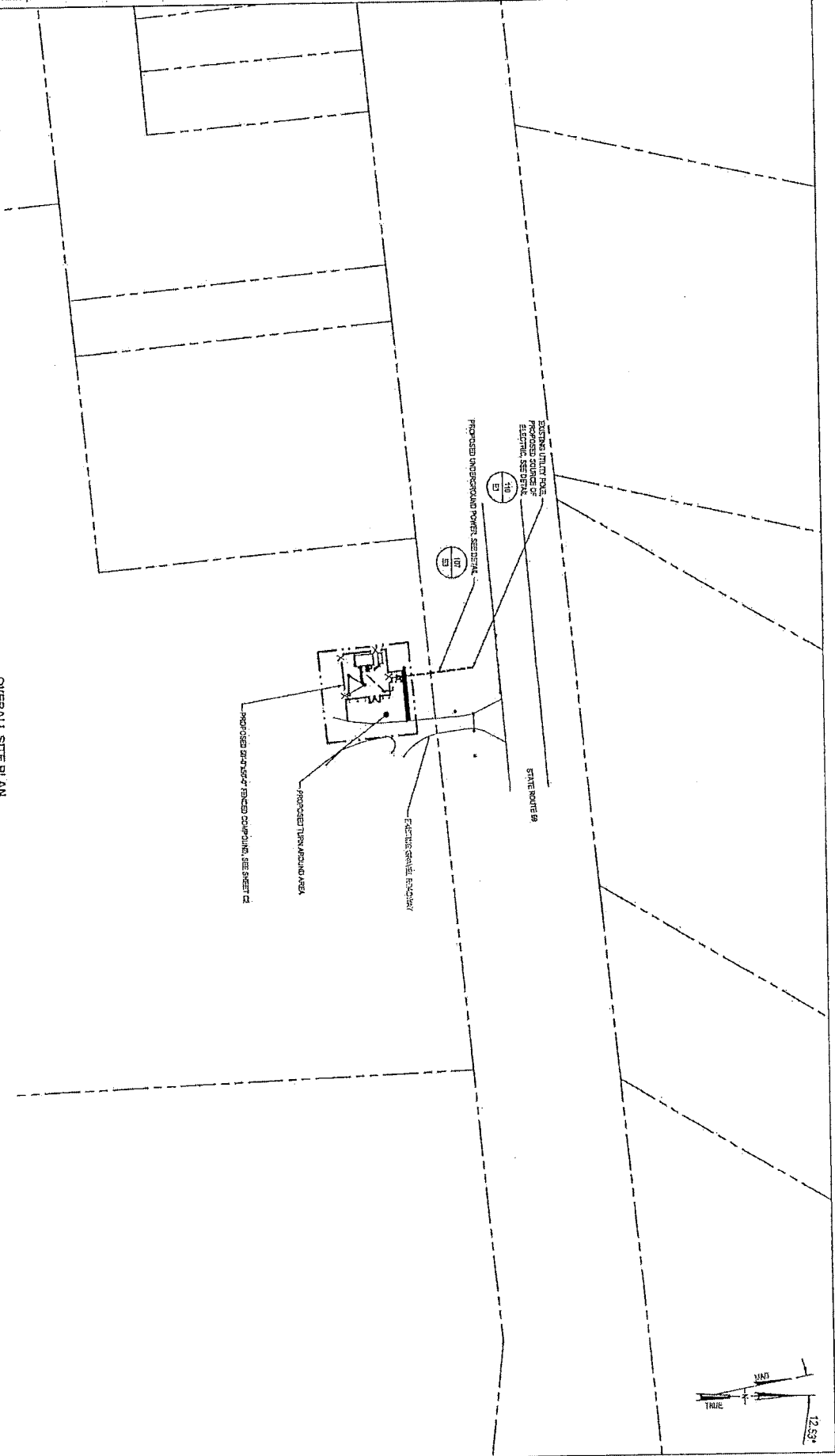
SITE NAME: ANNVILLE
 STATE ROUTE 89
 ANNVILLE, NY 13471

ONEIDA COUNTY



NO.	DATE	REVISION	BY	CHK	APP

ONEIDA COUNTY
 OVERALL SITE PLAN
 DRAWING NUMBER: C1
 11/3/18





C&S Engineers, Inc.
 456 Col. Eileen Collins Blvd.
 Syracuse, New York 13212
 Phone: 315-455-2000
 Fax: 315-455-9867
 www.candcs.com

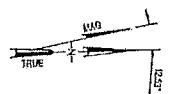
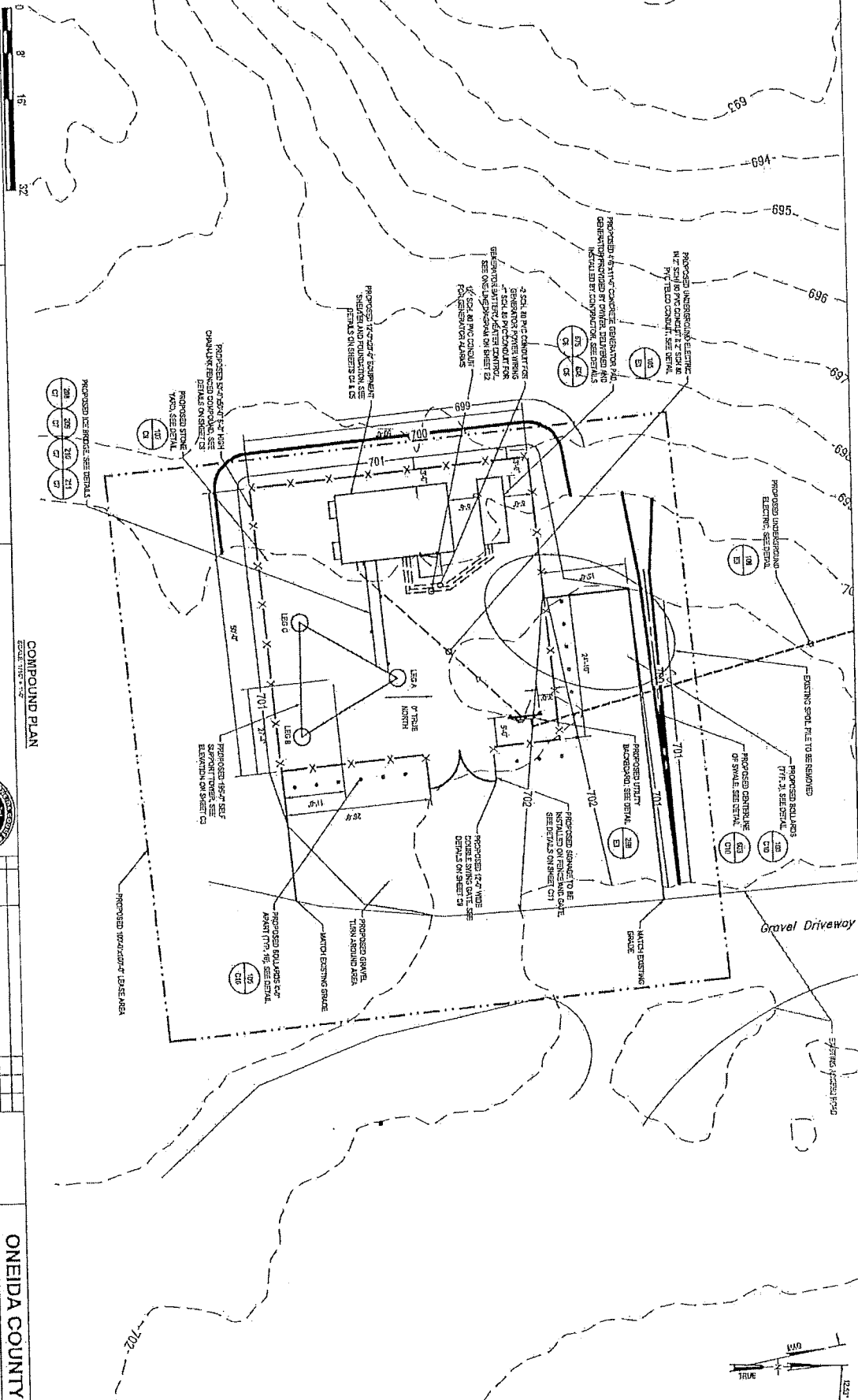
SITE NAME: ANNVILLE
 STATE ROUTE 69
 ANNVILLE, NY 13471

ONEIDA COUNTY



NO.	DATE	REVISIONS	BY	CHKD BY

ONEIDA COUNTY
 GRADING PLAN
 DRAWING NUMBER: 02
 SCALE: 1" = 10'





C&S Engineers, Inc.
 499 Old Eileen Collins Blvd.
 Syracuse, New York 13212
 Phone: 315-455-2000
 Fax: 315-455-9897
 www.candse.com

SITE NAME: ANNSVILLE
 STATE ROUTE 89
 ANNSVILLE, NY 13471

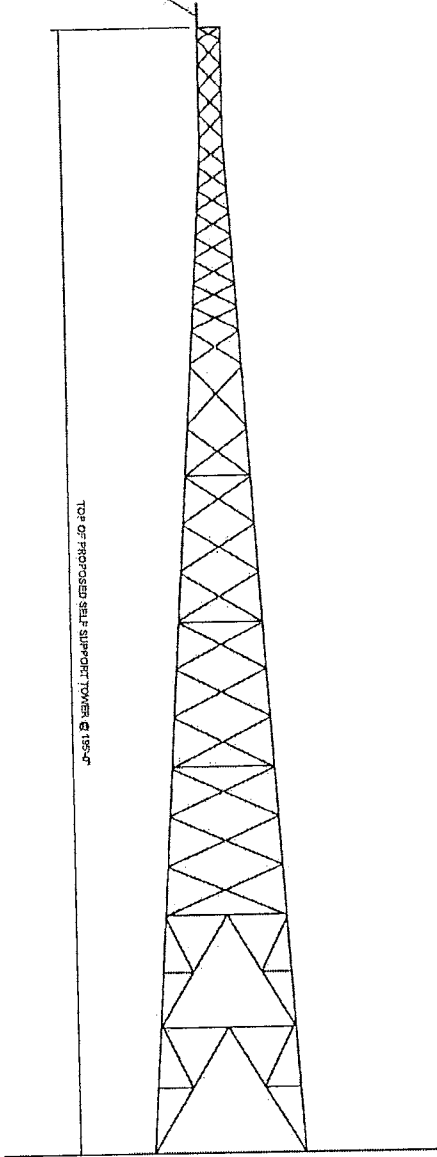
ONEIDA COUNTY



NO.	DATE	REVISIONS	BY	CHK'D BY

ONEIDA COUNTY
 TOWER ELEVATION
 DRAWING NUMBER
 C-3
 11/11/19

PROPOSED LIGHTNING ROD PROVIDED BY TOWER MANUFACTURER, INSTALLED BY CONTRACTOR



TOP OF PROPOSED SELF SUPPORT TOWER @ 195'-0"

TOWER ELEVATION
 NCS

EXHIBIT 2

METES AND BOUNDS DESCRIPTION OF PREMISES

This Indenture,

Made the 16th day of July
Nineteen Hundred and Fifty-five.

Between FRANK C. ARMSTRONG and OLIVE M. ARMSTRONG, his wife,
residing at Taberg, New York,

parties of the first part, and
TOWN OF ANNSVILLE, ONEIDA COUNTY, NEW YORK,

Witnesseth that the parties of the first part, in consideration of ^{party of the second part,} *Nine Hundred*
Twenty Dollars and Fifty-five Cents Dollar (\$ 920.55)
lawful money of the United States,
paid by the party of the second part, do hereby grant and release unto the
party of the second part, its successors and assigns forever, all

that parcel of land situate in the Town of Annsville, County of Oneida,
known as that piece of land in the east half of Township No. 8 Scriba's
Patent in the Town aforesaid being parts of Lots 20 and 23 bounded as
follows: Beginning at a stake 2 links W. 60° E. of a soft maple on the
reservation line marked SB Bacon's SW corner, running thence N. as the
needle pointed in 1819, 31 chains 74 links to a stake in the center of
the road leading from Taberg to Camden; thence along the center of said
road W. 14 chains 52 links to a stake, 3 links S. 57° W. from a hemlock
cornered and standing on the reservation line; thence along said reser-
vation N. 57° E. 37 chains 80 links to a dry beech marked; thence N.
68° E. along said reservation line 12 chains 15 links to the place of
beginning, containing 52 acres and three perches more or less.

The above described parcel being the same as ceded to
Frank Armstrong by Jennie M. Bird as recorded in Oneida County Clerk's
office in Book of Deeds 1042, page 443.

Excepting and reserving from the above described parcel
that portion conveyed by Frank C. Armstrong and Olive M. Armstrong to
Archie W. Blanchard and Beatrice T. Blanchard his wife, by deed recorded
August 10, 1954 in Oneida County Clerk's office in Book of Deeds 1446,
page 180.

Also excepting and reserving from the above described parcel
that portion conveyed by Frank C. Armstrong and Olive M. Armstrong his

wife to John Salisbury by deed recorded October 15, 1954 in Oneida County Clerk's Office in Book of Deeds 1454, page 228.

Also excepting and reserving to the parties of the first part the northwest corner of the above described parcel, it being a piece of land approximately 100 ft. along the Taberg-Camden Highway and 363 ft. deep. Bounded as follows on west by W. line of Frank Armstrong, on north by Taberg-Camden Highway, on east by John Salisbury and on south by extension of south line of Salisbury and Blanchard to the W. line of Frank Armstrong.

Also excepting and reserving to the parties of the first part a parcel lying on the easterly side Archie W. Blanchard and Beatrice T. Blanchard, his wife, being 120 feet along the Taberg-Camden Highway and 363 feet deep and 120 feet along the south line which is a continuation of the south lines of Blanchard and Salisbury.

Together with the appurtenances and all the estate and rights of the parties of the first part in and to said premises,

To have and to hold the premises herein granted unto the party of the second part, its successors and assigns forever.

And said parties of the first part

covenant as follows:

First, That the party of the second part shall quietly enjoy the said premises;

Second, That said parties of the first part

will forever Warrant the title to said premises.

Third, That, in Compliance with Sec. 13 of the Lien Law, the grantors will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

In Presence of

Frank C. Armstrong
Olive M. Armstrong

State of New York County of Oneida ss. On this 16th day of July, 1955 before me, the subscriber, personally appeared

FRANK C. ARMSTRONG and OLIVE M. ARMSTRONG

to me personally known and known to me to be the same persons described in and who executed the within Instrument, and they duly acknowledged to me that they executed the same.

C. Harrison Ward Notary Public

C. HARRISON WARD Notary Public - State of New York Appointed in Oneida County My Commission Expires March 30, 1958

RECORDED

AUG 5 PM 1:04

LIBER PAGE

ONEIDA COUNTY CLERK



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

June 12, 2020

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

EN 20 20-2027
**ECONOMIC DEVELOPMENT
& TOURISM**

Honorable Members:

WAYS & MEANS

I am forwarding the proposed 2020-2021 Operating Budget for the Mohawk Valley Community College (MVCC), which was approved by the Board of Trustees, at their May 18, 2020 meeting. This proposed budget has gross expenditures of \$50,291,795, a 2.12% decrease from 2019-2020 budget year.

This budget calls for a local sponsor share of \$8,317,121, which is a 0.0% increase over the 2019-2020 share.

As is more fully set forth in the attached correspondence from President Van Wagoner, the proposed budget reflects a modest decrease of \$1,088,448 in expenditures.

MVCC does not propose to raise any of the tuition for full or part time students for the 2020-2021 school session. The proposed budget expects New York State aid to maintain at the same full time equivalent rate as the 2019-2020 school year. This will result in an estimated revenue shortfall of approximately \$865,716 for the school year. The school does expect their chargeback revenue to increase by \$456,904 and anticipates using approximately \$440,000 of its fund balance to offset the projected tuition shortfall. The tuition decrease is a direct result of the anticipated decrease in enrollment, which is estimated to be approximately 4% for the 2020 -- 2021 school year.

As previously mentioned, the proposed budget calls for using approximately \$440,000 of its current fund balance, which is \$365,000 less than the previous year's budget amount. The fund balance is anticipated to be \$2.2 million on August 31, 2020, which represents approximately 1.46% less than the 5% minimum recommended by the state.

MVCC is also asking to continue the specific request of \$100,000, which will update five computer labs at the Utica Campus. This will enable MVCC to maintain its scheduled equipment replacement schedule. MVCC has also requested an additional \$125,000 to continue funding for Achieving the Dream Initiative and an additional request of \$50,000 to provide funding for dual-credit scholarships, which are offered at no cost to the students.

I fully support continuing our local share along with the additional funding to upgrade the computers. Supporting this budget will serve to demonstrate our continuing commitment to maintaining Mohawk Valley Community College as an affordable institution of quality education in Oneida County.

I believe that this is a sound and responsible budget. I urge your early consideration for approval and respectfully request your full board act on this legislation at your **July 8, 2020** meeting.

Respectfully submitted,


Anthony J. Picente, Jr.
Oneida County Executive

cc: Chairperson, MVCC Board of Trustees
President, MVCC
Comptroller
County Attorney
Budget



1101 Sherman Drive
Utica, New York 13501-5394
www.mvcc.edu

Office of the President
(315) 792-5333
Fax (315) 792-5678

May 28, 2020

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

Dear Honorable Picente:

I am pleased to submit the Mohawk Valley Community College (MVCC) 2020-21 Budget Request approved by our Board of Trustees at the May 18, 2020 meeting. The budget includes a flat sponsor maintenance of effort from Oneida County, keeping the total base sponsor contribution at \$8,317,121. As with last year, the budget includes separate allocations of \$125,000 for continued funding for participation in national student success initiatives like Guided Pathways and Achieving the Dream), \$100,000 to continue the investment by the County in STEM-related programs and allow the College to replace outdated equipment, and \$50,000 to provide funding for dual-credit scholarships to help maintain these offerings at no-cost to MVCC students living in Oneida County.

We are in the process of scheduling a meeting with the Economic Development Committee of the Board of Legislators in mid-June to continue the approval process. We are proud to have the support of Oneida County that helps us serve the needs of our community in efficient ways. MVCC ranks 4th out of 30 SUNY community colleges in the lowest cost per student and we also have the 4th lowest tuition in the state – with our range of technical programs, this is a true point of pride for us.

Overall, the proposed \$50,291,795 budget represents a decrease of \$1,088,448 (-2.12%). This year has seen the continued decline in enrollment impacting community colleges across the SUNY system, but we have managed enrollment above the system average.

Enrollment Overview

- While there is a possibility of an enrollment spike due to high unemployment, we are also aware that enrollment could decline due to the uncertainty of re-opening the economy. Therefore, we built the budget based on a projected four-percent decline in enrollment.
- Our enrollment analysis shows that we're holding steady between 25-30% of the high school graduates in Oneida County, but the area high school graduating classes continue to decline.
- Despite enrollment challenges, we continue to aggressively manage our efforts:
 - We are developing a Rome Campus revitalization plan that includes high school partnerships in Western Oneida County for a "homegrown P-TECH" model we are calling Providing Regional Opportunity Programs for Enhanced Learning (PROPEL).
 - We have begun offering credit programming in partnership with the regional IBEW apprenticeship program in Clay, NY.
 - We continue expanding our evening cohort programs.
 - And our County-supported student success initiatives through the Guided Pathways framework has helped increase our student graduation rates from 23% in 2015 to 35% this past year.

Revenue Assumptions

With no increase per FTE from the State and an anticipated enrollment decline of 4%, state aid is projected to decrease \$172,659 (-1.3%). The Board of Trustees underscored their commitment to accessible education by freezing tuition in this budget (\$4,594 FT and \$191/credit hour PT) that likely maintains our place as 27th lowest tuition out of 30 SUNY community colleges. This represents a projected overall decrease of tuition revenue (\$865,716). Chargeback revenues are projected to increase \$456,904 and we plan to allocate \$440,000 in fund balance, which puts us just below the 5% of total operating budget guideline from SUNY.

Expenditures

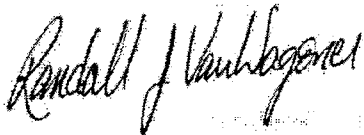
Combining the revenue realities with negotiated and mandated increases created an initial budgetary gap of about \$2.6 million between proposed budget requests and projected revenues. Year-to-year budget variations of some of the major expenditures include:

- Salaries & Wages: decrease (\$1,088,447)
- Contractual/Operating: decrease (\$1,439,943)
- Fringe increase \$1,668,111

Managing this paradox of post-recession enrollment decline with the need to develop new programs and increase student completion to provide a ready workforce for the County remains a great challenge. However, we continue to be guided by the notions of “confront the brutal facts” and “preserve the core and stimulate progress.”

Thank you in advance for your timely consideration and support of this request. We have made every effort to control costs and identify alternative revenue sources, while maintaining accessible tuition levels and responsible fund balance appropriations to offset declining enrollments and limit support needed from the County. I hope that you will find our plan and associated budget request compelling and worthy of your support to then forward it to the Oneida County Board of Legislators for approval.

Sincerely,



Randall J. VanWagoner, Ph.D.
President

C: MVCC Board of Trustees; Tom Keeler, Budget Director; Mikale Billard, Clerk of the Board

MOHAWK VALLEY COMMUNITY COLLEGE

2020-2021 OPERATING BUDGET REQUEST

Board of Trustees Meeting

May 18, 2020

**Mohawk Valley Community College
2020-21 Budget Request**

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**Mohawk Valley Community College
2019 - 2020 to 2020 - 2021
Budget Request**

Full Time Tuition:	\$ 4,594					
Part Time Tuition:	\$ 191					
Chargeback Rate:	\$ 3,230					
State Aid:	\$ 2,947					
	Adopted 2019-20 Budget	Percent of Net Budget (1)	2020-21 Request	Increase (Decrease)	Percent Change	Percent of Net Budget
Estimated Revenues:						
Tuition	\$ 17,836,271	40.59%	\$ 16,970,556	\$ (865,715) (3)	-4.85%	39.38%
State Aid	\$ 13,537,370	30.81%	\$ 13,365,311	\$ (172,059)	-1.27%	31.01%
Chargebacks	\$ 2,923,349		\$ 3,483,159	\$ 559,810	19.15%	
Out-of-State	\$ 529,000		\$ 516,000	\$ (13,000)	-2.46%	
Fed Aid/Offsets	\$ 5,044,132		\$ 5,298,649	\$ 254,516	5.05%	
Fund Balance	\$ 800,000		\$ 444,000	\$ (356,000)	-44.50%	
Sponsor Appropriation	\$ 8,317,121	28.60% (2)	\$ 8,317,121	\$ -	0.00%	29.61%
Subtotal:	\$ 48,987,242	100.0%	\$ 48,394,795	\$ (592,448)	-1.21%	100.0%
Grants & Non Credit:						
Grants & Non Credit:	\$ 450,000		\$ 450,000	\$ -	0.00%	
Non-Credit Offsets	\$ 1,943,000		\$ 1,447,000	\$ (496,000)	-25.53%	
Subtotal:	\$ 2,393,000		\$ 1,897,000	\$ (496,000)	-20.73%	
Grand Total Revenue:	\$ 51,380,242		\$ 50,291,795	\$ (1,088,448)	-2.12%	

Mohawk Valley Community College
2019 - 2020 to 2020 - 2021
Budget Request

	Adopted 2019-20 Budget	Percent of Net Budget	2020-21 Request	Increase (Decrease)	Percent Change	Percent of Net Budget
Appropriations:						
General Operating:						
Personal Services	\$ 29,130,656	57.20%	\$ 27,690,713	\$ (1,439,943)	-4.94%	55.56%
Equipment	\$ 100,000	0.20%	\$ 51,210	\$ (48,790)	-48.79%	0.10%
Contractual	\$ 9,828,797	19.30%	\$ 8,560,972	\$ (1,267,825)	-12.90%	17.18%
Employee Benefits	\$ 11,870,789	23.31%	\$ 13,538,900	\$ 1,668,111	14.05%	27.16%
Subtotal	\$ 50,930,242	100.00%	\$ 49,841,795	\$ (1,088,447)	-2.14%	100.00%
Grants & Non Credit:						
Personal Services	\$ 313,500	69.67%	\$ 313,500	\$ -	0.00%	69.67%
Equipment	\$ 60,000	13.33%	\$ 60,000	\$ -	0.00%	13.33%
Contractual	\$ 21,500	4.78%	\$ 21,500	\$ -	0.00%	4.78%
Employee Benefits	\$ 55,000	12.22%	\$ 55,000	\$ -	0.00%	12.22%
Subtotal	\$ 450,000	100.00%	\$ 450,000	\$ -	0.00%	100.00%
Grand Total Expenses:	\$ 51,380,242		\$ 50,291,795	\$ (1,088,447)	-2.12%	

Footnotes:

- (1) Net Operating Budget = Total budget - (Offset + "Cost not Allowable for State Aid").
- (2) Local Share = Sponsor + Fund Balance + Chargebacks + Out-of-State
- (3) Full-time Tuition increase of \$0, or 0% higher than current year.

**Mohawk Valley Community College
State Aid Calculations
2020-2021**

			Actual
Fundable FTEs:	2017-18		4,615.8
Fundable FTEs:	2018-19		4,470.9
Fundable FTEs:	2019-20		4,342.1
Weighting Factors x Actual Funded FTEs			
2017-18	20%	4,615.8	923.2
2018-19	30%	4,470.9	1,341.3
2019-20	50%	4,342.1	2,171.1
Weighted Average			4,435.5
Funded FTEs = Greater Weighted Average or Prior Year's Actual			4,435.5
Base State Aid \$ 2,947			\$ 13,071,419
Adjustment to Base Aid (rounding)			\$ 101,225
Rental			\$ 67,067
Funding High Needs Programs			\$ -
Supplemental State Aid			\$ 125,600
Total Budgeted State Aid			\$ 13,365,311

**Mohawk Valley Community College
Tuition Computation Calculations
2020-2021**

	<u>Head Count</u>	<u>Credit Hrs.</u>	<u>Rate</u>	<u>Tuition</u>
<u>Full Time</u>			\$ 4,594	
Fall 2020	2,862.7	43,342.6		
Spr. 2021	2,400.8	34,923.8		
Average	2,631.8			\$ 12,090,260
<u>Part Time - Regular</u>			\$ 191	
Fall 2020	1,081.9	6,925.0		\$ 1,322,675
Spr. 2021	948.5	5,969.3		\$ 1,140,136
<u>Intersession</u>	119.0	378.0		\$ 72,198
<u>Part Time - High School Program</u>				
Fall 2020	2,008.0	8,750.0		\$ 557,083
Spr. 2021	2,935.0	16,049.0		\$ 1,021,786
<u>Summer 2020</u>	859.2	5,321.8		\$ 1,016,464
Total Part Time		43,393.0		\$ 5,130,343
Tuition Adjustment (writeoffs)				\$ (200,000)
County Dual Credit Scholarship				\$ (50,000)
Rounding				\$ (46)
Total Tuition				\$ 16,970,556
Total Credit Hours		121,659.4		
Total Full Time Equivalentents (FTEs)		4,055.3		

DETAIL FOR OFFSETS TO EXPENSE AND FEDERAL AID
Budget Request
2020-21

	Actual 2018-19	Budget 2019-20	Budget 2020-21
Offset to Expense			
Gymnasium	\$ 24,717	\$ 25,000	\$ 25,000
Transcript Fees	\$ 37,960	\$ 250	\$ 37,000
Protested Check Fee	\$ 225	\$ 300	\$ 225
Credit by Exam/Life Experience	\$ 7,251	\$ 10,500	\$ 9,000
Late Fees	\$ 76	\$ 100	\$ 116
Air Frame & PowerPlant Fee	\$ 191,050	\$ 150,000	\$ 190,000
Welding Fee	\$ 12,565	\$ 12,000	\$ 12,000
Art Studio Lab Fee	\$ 15,960	\$ 32,000	\$ 16,000
Internet Course Fee	\$ (506)	\$ 900	\$ -
Technology Fee	\$ 1,580,941	\$ 1,550,000	\$ 1,665,459
Student Support Fee	\$ 271,992	\$ 265,000	\$ 255,209
Student Accident & Health Service Fee	\$ 150,746	\$ 155,000	\$ 155,000
Nursing Lab Fee	\$ 21,975	\$ 25,000	\$ 23,000
Science Lab Fees	\$ 65,450	\$ 70,000	\$ 70,000
Interest Earnings	\$ 85,655	\$ 20,000	\$ 50,000
Commissions/Vending	\$ (16,715)	\$ -	\$ -
Sale of Equipment	\$ 15,021	\$ 20,000	\$ 16,000
Refund of Prior Year Expense	\$ 347,889	\$ 319,816	\$ 336,258
Food Service Income	\$ 4,475	\$ -	\$ -
Other Miscellaneous	\$ 1,073,547	\$ 916,041	\$ 1,158,674
Parking Fines	\$ 1,246	\$ 1,600	\$ 1,300
Library Fines (Copier)	\$ 164	\$ 325	\$ 200
Dorm Utility Charges	\$ 119,766	\$ 110,000	\$ 119,766
	\$ 149,824	\$ 147,000	\$ 202,746
Rental of Facilities	\$ 116,387	\$ 147,000	\$ 130,000
ASC Contribution	\$ 150,000	\$ 250,000	\$ 220,000
MVCC Foundation Contribution	\$ 220,000	\$ 635,000	\$ 417,000
Total Other Offsets	\$4,647,661	\$4,862,832	\$5,109,953
FEDERAL AID			
VA Reporting Fees	\$ 2,865	\$ 1,300	\$ 2,865
Fed. Funds Admin. Allowance	\$ 25,212	\$ 40,000	\$ 30,000
Federal Work Study	\$ 171,899	\$ 140,000	\$ 155,831
Total Federal Aid	\$ 199,976	\$ 181,300	\$ 188,696
Total Offsets/Federal Aid:	\$4,847,637	\$5,044,132	\$5,298,649

DETAIL FOR OFFSETS TO EXPENSE AND FEDERAL AID
Budget Request
2020-21

	Actual 2018-19	Budget 2019-20	Budget 2020-21
Balance Forward (previous page):	<u>\$4,847,637</u>	<u>\$5,044,132</u>	<u>\$5,298,649</u>
Grants and Non-Credit			
Grants	\$4,665,785	\$ 450,000	\$ 450,000
Contract Course Fees	\$373,687	\$ 195,000	\$ 300,000
Self Sustaining Non Credit Offerings	\$1,616,916	\$ 1,748,000	\$ 1,147,000
Total Grants & Non-Credit	<u>\$6,656,388</u>	<u>\$2,393,000</u>	<u>\$1,897,000</u>
Grand Total:	<u><u>\$11,504,025</u></u>	<u><u>\$7,437,132</u></u>	<u><u>\$7,195,649</u></u>

Mohawk Valley Community College Summary of 2020-21 Proposed Budget														
	Personnel		Personnel		Contractual		Contractual		Equipment	Equipment	Total	Total		
	2019-20 Requested Budget	2020-21 Requested Budget	2019-20 Requested Budget	2020-21 Requested Budget	2019-20 Requested Budget	2020-21 Requested Budget	2019-20 Requested Budget	2020-21 Requested Budget						
DEPARTMENT														
Grants * # 2001	\$ 313,500	\$ 313,500	\$ 0.0%	\$ 76,500	\$ 76,500	0.0%	\$ 60,000	\$ 60,000	\$ 450,000	\$ 450,000	0.0%	\$ 20,000	\$ 20,000	0.0%
Community Services * 1217	\$ 538,626	\$ 500,813	-7.0%	\$ 131,450	\$ 108,563	-17.4%	\$ -	\$ -	\$ 670,076	\$ 609,376	-9.1%	\$ -	\$ -	-100.0%
Tractor-Trailer Program (1214)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cyber Security (1215)	\$ 134,000	\$ 134,000	0.0%	\$ 110,500	\$ 97,150	-12.1%	\$ -	\$ -	\$ 244,500	\$ 231,150	-5.5%	\$ -	\$ -	-100.0%
Corporate Programs (1216)	\$ 134,000	\$ 134,000	0.0%	\$ 640,500	\$ 97,150	-84.8%	\$ -	\$ -	\$ 774,500	\$ 231,150	-70.2%	\$ -	\$ -	-100.0%
Corporate Programs * 1216 + 1214	\$ 144,679	\$ 79,678	-30.6%	\$ 14,200	\$ -	-100.0%	\$ -	\$ -	\$ 128,679	\$ 79,678	-38.3%	\$ -	\$ -	-100.0%
Center for Leadership Excellence 1218	\$ 1,100,805	\$ 1,027,891	-6.6%	\$ 882,650	\$ 282,213	-67.3%	\$ 60,000	\$ 60,000	\$ 1,960,541	\$ 1,570,104	-20.8%	\$ -	\$ -	-100.0%
Subtotal Offset Items														
VP Learning & Academic Affairs 1170	\$ 1,577,462	\$ 1,468,175	-6.9%	\$ 108,800	\$ 95,200	-12.5%	\$ -	\$ -	\$ 1,689,262	\$ 1,563,375	-7.3%	\$ -	\$ -	-7.3%
Business & Information Tech 1102	\$ 1,038,267	\$ 819,062	-21.1%	\$ 800	\$ 662	-17.3%	\$ -	\$ -	\$ 1,039,067	\$ 819,744	-21.1%	\$ -	\$ -	-21.1%
Civil Technology 1104	\$ 320,594	\$ 272,265	-15.1%	\$ 22,000	\$ 18,080	-17.8%	\$ -	\$ -	\$ 342,594	\$ 290,346	-15.3%	\$ -	\$ -	-15.3%
Engineering Tech & The Trades 1106	\$ 1,171,866	\$ 1,074,777	-8.3%	\$ 67,350	\$ 42,800	-30.2%	\$ -	\$ -	\$ 1,239,216	\$ 1,117,577	-9.4%	\$ -	\$ -	-9.4%
Welding 1107	\$ 194,348	\$ 167,772	-13.7%	\$ 40,000	\$ 40,000	0.0%	\$ -	\$ -	\$ 234,348	\$ 207,772	-11.3%	\$ -	\$ -	-11.3%
Airframe & Power Plant 1108	\$ 643,231	\$ 628,966	-2.3%	\$ 59,500	\$ 60,700	2.0%	\$ -	\$ -	\$ 702,731	\$ 689,666	-1.8%	\$ -	\$ -	-1.8%
Computer Information Science 1109	\$ 283,431	\$ 381,229	34.9%	\$ 1,100	\$ 824	-25.1%	\$ -	\$ -	\$ 284,531	\$ 392,053	37.8%	\$ -	\$ -	37.8%
Engineering, Computer, & Physical Sci's 1110	\$ 406,352	\$ 381,142	-6.2%	\$ 10,559	\$ 6,276	-40.6%	\$ -	\$ -	\$ 416,911	\$ 387,418	-7.1%	\$ -	\$ -	-7.1%
Developmental Studies 1112	\$ 2,900	\$ 2,900	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,900	\$ 2,900	0.0%	\$ -	\$ -	0.0%
Dual Credit 1113	\$ 200,003	\$ 202,013	1.0%	\$ 1,588,080	\$ 1,449,038	-8.6%	\$ -	\$ -	\$ 1,788,083	\$ 1,651,051	-7.6%	\$ -	\$ -	-7.6%
Honors Program 1114	\$ 11,650	\$ 11,650	0.0%	\$ 1,100	\$ 1,000	-9.1%	\$ -	\$ -	\$ 12,950	\$ 12,650	-0.8%	\$ -	\$ -	-0.8%
Art 1121	\$ 943,055	\$ 927,199	-1.7%	\$ 43,000	\$ 37,580	-12.6%	\$ -	\$ -	\$ 986,055	\$ 964,779	-2.2%	\$ -	\$ -	-2.2%
Humanities 1122	\$ 1,980,682	\$ 1,450,605	-26.3%	\$ 1,000	\$ 1,540	54.0%	\$ -	\$ -	\$ 1,982,222	\$ 1,452,145	-26.3%	\$ -	\$ -	-26.3%
Languages 1123	\$ 862,385	\$ 513,139	-40.5%	\$ 100	\$ 2,950	2,850%	\$ -	\$ -	\$ 862,485	\$ 516,089	-40.2%	\$ -	\$ -	-40.2%
Criminal Justice 1124	\$ 289,432	\$ 262,245	-9.4%	\$ 8,500	\$ -	-100.0%	\$ -	\$ -	\$ 297,932	\$ 262,245	-11.6%	\$ -	\$ -	-11.6%
Social Sciences 1125	\$ 200,499	\$ 166,499	-17.0%	\$ 250	\$ -	-100.0%	\$ -	\$ -	\$ 200,749	\$ 166,499	-17.1%	\$ -	\$ -	-17.1%
Mathematics 1126	\$ 1,074,638	\$ 875,569	-18.5%	\$ 900	\$ 762	-15.3%	\$ -	\$ -	\$ 1,075,538	\$ 876,331	-18.5%	\$ -	\$ -	-18.5%
History & Geography 1127	\$ 2,900	\$ -	-100.0%	\$ -	\$ -	-100.0%	\$ -	\$ -	\$ 2,900	\$ -	-100.0%	\$ -	\$ -	-100.0%
Education 1128	\$ 306,192	\$ 217,827	-28.9%	\$ 21,500	\$ 2,681	-87.5%	\$ -	\$ -	\$ 327,692	\$ 220,508	-32.7%	\$ -	\$ -	-32.7%
Life Science 1131	\$ 806,642	\$ 756,572	-6.2%	\$ 66,000	\$ 42,580	-35.6%	\$ -	\$ -	\$ 872,642	\$ 799,152	-8.4%	\$ -	\$ -	-8.4%
Psychology, Human Serv & Education 1134	\$ 625,838	\$ 579,154	-7.6%	\$ 1,100	\$ 616	-44.0%	\$ -	\$ -	\$ 626,938	\$ 579,770	-7.5%	\$ -	\$ -	-7.5%
Medical Assistant/diunct 1130	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Almed Health 1133	\$ 99,707	\$ 138,557	39.0%	\$ 3,500	\$ 4,000	14.3%	\$ -	\$ -	\$ 103,207	\$ 142,557	38.1%	\$ -	\$ -	38.1%
Nursing 1135	\$ 552,282	\$ 428,838	-22.3%	\$ 16,200	\$ 20,700	27.8%	\$ -	\$ -	\$ 568,482	\$ 449,538	-20.9%	\$ -	\$ -	-20.9%
Respiratory Care 1137	\$ 325,689	\$ 293,424	-9.9%	\$ 14,200	\$ 13,615	-4.2%	\$ -	\$ -	\$ 339,794	\$ 307,039	-9.6%	\$ -	\$ -	-9.6%
Rad Tech 1136	\$ 180,756	\$ 179,962	-0.4%	\$ 13,700	\$ 15,639	14.1%	\$ -	\$ -	\$ 194,466	\$ 195,601	0.6%	\$ -	\$ -	0.6%
Health Information Tech 1138	\$ 118,466	\$ 117,382	-0.9%	\$ 10,700	\$ 6,280	-41.3%	\$ -	\$ -	\$ 129,166	\$ 123,662	-4.3%	\$ -	\$ -	-4.3%
Total Nursing & Health Programs	\$ 1,276,780	\$ 1,158,163	-9.3%	\$ 58,315	\$ 60,234	3.3%	\$ -	\$ -	\$ 1,335,065	\$ 1,218,397	-8.7%	\$ -	\$ -	-8.7%
Hospitality Program 1132	\$ 283,734	\$ 232,566	-18.0%	\$ 51,000	\$ 35,500	-30.4%	\$ -	\$ -	\$ 334,734	\$ 268,066	-19.9%	\$ -	\$ -	-19.9%
Physical Education 1139	\$ 700,656	\$ 472,000	-32.6%	\$ 11,433	\$ -	-100.0%	\$ -	\$ -	\$ 712,129	\$ 472,000	-33.7%	\$ -	\$ -	-33.7%
Info Tech - Educational Applications 1142	\$ 250,048	\$ 253,623	1.4%	\$ 392,414	\$ 279,966	-28.7%	\$ -	\$ -	\$ 642,462	\$ 533,982	-16.9%	\$ -	\$ -	-16.9%
Carpenry & Masonry 1143	\$ 84,255	\$ 76,212	-9.5%	\$ 15,000	\$ 15,000	0.0%	\$ -	\$ -	\$ 99,255	\$ 91,212	-8.0%	\$ -	\$ -	-8.0%
Student Serv Center 1144	\$ 630,723	\$ 43,954	-93.1%	\$ 30,600	\$ 17,292	-43.5%	\$ -	\$ -	\$ 661,323	\$ 251,054	-62.0%	\$ -	\$ -	-62.0%
ADAI 1172	\$ 196,012	\$ 196,012	0.0%	\$ 22,500	\$ 6,175	-72.8%	\$ -	\$ -	\$ 218,512	\$ 202,187	-7.4%	\$ -	\$ -	-7.4%
BEIA 1173	\$ 50,000	\$ 130,000	160.0%	\$ -	\$ 23,600	100.0%	\$ -	\$ -	\$ 72,500	\$ 153,600	110.0%	\$ -	\$ -	110.0%
SHS 1174	\$ -	\$ 118,885	100.0%	\$ -	\$ 1,950	100.0%	\$ -	\$ -	\$ -	\$ 120,835	100.0%	\$ -	\$ -	100.0%
EHPS (Emerg. Prep. & Pub. Safety) 1177	\$ 88,000	\$ 88,000	0.0%	\$ 150,000	\$ 152,500	1.7%	\$ -	\$ -	\$ 238,000	\$ 240,500	1.1%	\$ -	\$ -	1.1%
Corp. & Customized Trng - CCEED 1211	\$ 236,825	\$ 149,116	-37.0%	\$ 7,500	\$ 5,260	-30.6%	\$ -	\$ -	\$ 244,325	\$ 154,376	-36.9%	\$ -	\$ -	-36.9%
Total Inst w/o Grants & Offsets:	\$ 15,818,839	\$ 14,035,359	-11.3%	\$ 2,752,711	\$ 2,400,168	-13.1%	\$ -	\$ -	\$ 18,581,550	\$ 16,435,527	-11.5%	\$ -	\$ -	-11.5%
Total Instruction:	\$ 16,919,644	\$ 15,053,250	-11.0%	\$ 3,525,561	\$ 2,882,381	-26.0%	\$ 60,000	\$ 60,000	\$ 20,605,005	\$ 17,805,631	-13.6%	\$ -	\$ -	-13.6%
* Expenses are offset 100% by revenues.														
# Contractual amounts includes Fringe Benefit costs for grants.														

Mojave Valley Community College														
Summary of 2020-21 Proposed Budget														
	Personnel		Personnel		Contractual		Contractual		Equipment		Equipment			
	2019-20	Requested Budget	2020-21	Requested Budget	2019-20	Requested Budget	2020-21	Requested Budget	2019-20	Requested Budget	2020-21	Requested Budget		
					% Chg.				% Chg.			% Chg.		
DEPARTMENT														
Page 4														
Public Service 1222	\$ -	\$ -	\$ -	\$ -		\$ 3,621	\$ 3,400	\$ -	-6.1%			\$ 3,621	\$ 3,400	-6.1%
Library 1150	\$ 506,522	\$ 506,522	\$ 659,258	\$ 659,258	10.4%	\$ 339,700	\$ 315,450	\$ -	-6.9%	\$ 845,222	\$ 874,718	\$ 3,496	\$ 3,496	3.5%
Education Technology 1151	\$ 195,748	\$ 195,748	\$ 138,311	\$ 138,311	-29.3%	\$ 211,500	\$ 228,000	\$ 228,000	6.4%	\$ 407,248	\$ 363,311	\$ -44,937	\$ -44,937	-10.8%
Tutoring Center 1152	\$ 589,447	\$ 589,447	\$ 386,579	\$ 386,579	-34.4%	\$ 2,500	\$ 2,000	\$ 2,000	-20.0%	\$ 591,947	\$ 388,579	\$ -203,368	\$ -203,368	-34.4%
TOTAL	\$ 1,291,717	\$ 1,291,717	\$ 1,084,148	\$ 1,084,148	-16.1%	\$ 656,321	\$ 545,860	\$ 545,860	-1.9%	\$ 1,848,038	\$ 1,630,008	\$ -218,030	\$ -218,030	-11.8%
Rome Campus 1707	\$ 366,059	\$ 366,059	\$ 314,333	\$ 314,333	-14.1%	\$ 17,500	\$ 12,700	\$ 12,700	-27.4%	\$ 383,559	\$ 327,033	\$ -56,526	\$ -56,526	-14.7%
VP Student Services 1301	\$ 187,304	\$ 187,304	\$ 192,736	\$ 192,736	2.9%	\$ 60,860	\$ 38,200	\$ 38,200	-30.8%	\$ 238,164	\$ 227,936	\$ -10,228	\$ -10,228	-4.3%
Recruitment & Outreach 1212	\$ -	\$ -	\$ -	\$ -	0.0%	\$ 10,800	\$ 9,720	\$ 9,720	-10.0%	\$ 10,800	\$ 9,720	\$ -1,080	\$ -1,080	-10.0%
Student Engagement & Outreach 1302	\$ 223,267	\$ 223,267	\$ 224,137	\$ 224,137	4.9%	\$ 196,825	\$ 23,395	\$ 23,395	-88.1%	\$ 419,092	\$ 267,532	\$ -151,560	\$ -151,560	-36.2%
Counseling 1303	\$ 230,779	\$ 230,779	\$ 113,492	\$ 113,492	-50.8%	\$ 23,430	\$ 7,340	\$ 7,340	-68.7%	\$ 254,209	\$ 120,832	\$ -133,377	\$ -133,377	-52.5%
Health Center 1304	\$ 124,484	\$ 124,484	\$ 120,307	\$ 120,307	-3.4%	\$ 13,500	\$ 13,112	\$ 13,112	-2.9%	\$ 137,984	\$ 133,419	\$ -4,565	\$ -4,565	-3.3%
Admissions 1305	\$ 398,664	\$ 398,664	\$ 444,104	\$ 444,104	11.3%	\$ 62,500	\$ 210,000	\$ 210,000	236.0%	\$ 461,364	\$ 654,104	\$ 192,740	\$ 192,740	41.8%
Student Employment Svcs. To Students/Disabilities 1307	\$ 244,461	\$ 244,461	\$ 184,224	\$ 184,224	-24.6%	\$ 65,000	\$ 56,310	\$ 56,310	-1.2%	\$ 303,461	\$ 242,534	\$ -60,927	\$ -60,927	-20.1%
Residence Life 1308	\$ 138,116	\$ 138,116	\$ 140,665	\$ 140,665	1.9%	\$ 1,300	\$ 231	\$ 231	-82.2%	\$ 139,416	\$ 140,896	\$ 1,480	\$ 1,480	1.1%
Child Care 1309	\$ 400,670	\$ 400,670	\$ 420,876	\$ 420,876	5.0%	\$ 26,580	\$ 29,640	\$ 29,640	11.5%	\$ 427,250	\$ 450,516	\$ 23,266	\$ 23,266	5.4%
Athletics 1312	\$ 63,272	\$ 63,272	\$ 194,639	\$ 194,639	265.3%	\$ 16,750	\$ 42,898	\$ 42,898	156.1%	\$ 70,022	\$ 237,527	\$ 167,505	\$ 167,505	239.2%
Career - Job Placement Svcs 1314	\$ 84,117	\$ 84,117	\$ 66,061	\$ 66,061	-21.5%	\$ 22,320	\$ 1,070	\$ 1,070	-95.2%	\$ 106,437	\$ 67,131	\$ -39,306	\$ -39,306	-36.9%
Judicial Affairs 1315	\$ 67,272	\$ 67,272	\$ 67,272	\$ 67,272	0.0%	\$ 28,030	\$ 21,330	\$ 21,330	-24.0%	\$ 85,322	\$ 78,601	\$ -6,721	\$ -6,721	-7.9%
International Students 1316	\$ 266,867	\$ 266,867	\$ 912,420	\$ 912,420	241.1%	\$ 7,050	\$ 16,379	\$ 16,379	132.3%	\$ 273,917	\$ 928,799	\$ 654,882	\$ 654,882	239.1%
Adult Learner 1317	\$ 131,729	\$ 131,729	\$ 99,129	\$ 99,129	-24.7%	\$ 11,850	\$ 13,850	\$ 13,850	16.9%	\$ 143,579	\$ 112,979	\$ -30,600	\$ -30,600	-21.3%
First Year Experience 1318-1319	\$ 91,018	\$ 91,018	\$ 66,726	\$ 66,726	-27.0%	\$ 33,000	\$ 43,270	\$ 43,270	31.1%	\$ 124,018	\$ 108,966	\$ -15,052	\$ -15,052	-12.1%
C3 Operations 1320	\$ -	\$ -	\$ 130,486	\$ 130,486	100.0%	\$ -	\$ 58,916	\$ 58,916	100.0%	\$ -	\$ 189,402	\$ 189,402	\$ 189,402	100.0%
EOP Educational Opportunity Program 1321	\$ 467,640	\$ 467,640	\$ 467,515	\$ 467,515	-0.0%	\$ 6,860	\$ 4,743	\$ 4,743	-30.9%	\$ 474,500	\$ 462,268	\$ -12,232	\$ -12,232	-2.6%
Registrar 1508	\$ 380,403	\$ 380,403	\$ 456,519	\$ 456,519	14.4%	\$ 8,900	\$ 6,699	\$ 6,699	-24.7%	\$ 389,303	\$ 442,018	\$ 52,715	\$ 52,715	13.5%
Financial Aid 1502	\$ 165,410	\$ 165,410	\$ 155,831	\$ 155,831	-5.8%	\$ -	\$ -	\$ -		\$ 165,410	\$ 155,831	\$ -9,579	\$ -9,579	-5.8%
College Work Study 1502	\$ 4,011,732	\$ 4,011,732	\$ 4,739,261	\$ 4,739,261	18.1%	\$ 696,065	\$ 608,803	\$ 608,803	-12.7%	\$ 4,607,797	\$ 5,348,064	\$ 740,267	\$ 740,267	16.1%
TOTAL Student Svcs.	\$ 193,690	\$ 193,690	\$ 199,307	\$ 199,307	2.9%	\$ 105,800	\$ 56,990	\$ 56,990	-46.1%	\$ 100,000	\$ 43,710	\$ -56,290	\$ -56,290	-56.3%
VP Administrative Svcs. 1501	\$ 178,342	\$ 178,342	\$ 164,222	\$ 164,222	-7.9%	\$ 425,330	\$ 339,600	\$ 339,600	-20.2%	\$ 603,672	\$ 503,722	\$ -99,950	\$ -99,950	-16.6%
Office Services 1505	\$ 343,270	\$ 343,270	\$ 343,461	\$ 343,461	0.1%	\$ 81,300	\$ 67,820	\$ 67,820	-17.2%	\$ 424,570	\$ 410,801	\$ -13,769	\$ -13,769	-3.2%
Human Resources 1507	\$ 877,430	\$ 877,430	\$ 881,905	\$ 881,905	0.5%	\$ 172,850	\$ 183,870	\$ 183,870	10.8%	\$ 1,049,980	\$ 1,035,775	\$ -14,205	\$ -14,205	-1.4%
Finance Office 1509	\$ 655,172	\$ 655,172	\$ 641,037	\$ 641,037	-2.2%	\$ 745,083	\$ 755,275	\$ 755,275	1.2%	\$ 1,401,285	\$ 1,396,312	\$ -4,973	\$ -4,973	-0.4%
Information Tech - Adm Applications 1706	\$ 2,247,904	\$ 2,247,904	\$ 2,229,952	\$ 2,229,952	-0.8%	\$ 1,531,063	\$ 1,572,956	\$ 1,572,956	2.7%	\$ 3,878,967	\$ 3,646,617	\$ -232,350	\$ -232,350	-6.0%
TOTAL Adm. Svcs.	\$ 7,651,353	\$ 7,651,353	\$ 8,053,361	\$ 8,053,361	6.5%	\$ 2,683,449	\$ 2,527,618	\$ 2,527,618	-5.8%	\$ 10,334,802	\$ 10,524,689	\$ 189,887	\$ 189,887	1.8%
TOTAL - Sheet 2	\$ 223,006	\$ 223,006	\$ 227,140	\$ 227,140	1.9%	\$ 1,239,600	\$ 1,192,300	\$ 1,192,300	-3.9%	\$ 1,482,806	\$ 1,419,440	\$ -63,366	\$ -63,366	-4.3%
Director of Facilities & Ops 1511	\$ 376,029	\$ 376,029	\$ 364,771	\$ 364,771	-3.0%	\$ 368,000	\$ 355,400	\$ 355,400	-3.4%	\$ 743,029	\$ 710,171	\$ -32,858	\$ -32,858	-4.4%
Buildings 1512	\$ 964,184	\$ 964,184	\$ 1,048,098	\$ 1,048,098	8.7%	\$ 128,000	\$ 118,500	\$ 118,500	-7.4%	\$ 1,092,184	\$ 1,166,598	\$ 74,414	\$ 74,414	6.8%
Custodial 1513	\$ 220,455	\$ 220,455	\$ 196,339	\$ 196,339	-10.9%	\$ 208,500	\$ 183,100	\$ 183,100	-12.2%	\$ 428,955	\$ 379,439	\$ -49,516	\$ -49,516	-11.5%
Grounds 1514	\$ 170,761	\$ 170,761	\$ 176,816	\$ 176,816	3.0%	\$ 1,500	\$ 1,550	\$ 1,550	3.3%	\$ 172,261	\$ 177,166	\$ 4,905	\$ 4,905	2.8%
Inventory/Receiving 1515	\$ 1,953,435	\$ 1,953,435	\$ 2,002,164	\$ 2,002,164	2.6%	\$ 1,946,800	\$ 1,850,650	\$ 1,850,650	-4.9%	\$ 3,899,235	\$ 3,862,814	\$ -36,421	\$ -36,421	-0.9%
Total Facilities & Operations	\$ 1,074,454	\$ 1,074,454	\$ 1,089,161	\$ 1,089,161	1.4%	\$ 38,400	\$ 26,552	\$ 26,552	-30.3%	\$ 1,112,854	\$ 1,103,213	\$ -9,641	\$ -9,641	-0.9%
Security 1504	\$ 3,027,889	\$ 3,027,889	\$ 3,071,325	\$ 3,071,325	1.4%	\$ 1,984,200	\$ 1,877,202	\$ 1,877,202	-5.4%	\$ 5,012,089	\$ 4,956,027	\$ -56,062	\$ -56,062	-1.1%
TOTAL	\$ 418,199	\$ 418,199	\$ 391,116	\$ 391,116	-6.5%	\$ 21,000	\$ 10,670	\$ 10,670	-49.2%	\$ 55,000	\$ 66,580	\$ 11,580	\$ 11,580	21.1%
Board of Trustees 1702	\$ -	\$ -	\$ -	\$ -		\$ 65,000	\$ 66,580	\$ 66,580	2.1%	\$ -	\$ -	\$ -	\$ -	

Molhawk Valley Community College												
Summary of 2020-21 Proposed Budget												
	Personnel		% Chg.	Contractual		% Chg.	Equipment		% Chg.	Total		% Chg.
	2019-20 Requested Budget	2020-21 Requested Budget		2019-20 Requested Budget	2020-21 Requested Budget		2019-20 Requested Budget	2020-21 Requested Budget		2019-20 Requested Budget	2020-21 Requested Budget	
DEPARTMENT												
Marketing & Communications 1703	\$ 424,507	\$ 428,190	0.9%	\$ 258,550	\$ 294,676	14.0%	\$ 683,057	\$ 722,866	5.8%	\$ 335,956	\$ 325,499	-3.1%
Development 1704	\$ 333,456	\$ 324,028	-2.8%	\$ 2,500	\$ 1,381	-44.8%	\$ -	\$ -		\$ -	\$ -	
Alumni 1705	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	
Events Coordinator 1709	\$ 252,362	\$ 248,965	-1.3%	\$ 71,000	\$ 71,970	1.4%	\$ 323,362	\$ 320,935	-0.8%	\$ 82,000	\$ 85,722	4.5%
Grants 1710	\$ 77,510	\$ 77,510	0.0%	\$ 82,000	\$ 35,000	-57.3%	\$ 77,510	\$ 77,510	0.0%	\$ 216,636	\$ 224,782	3.8%
Commercial Progress Center 1711	\$ 190,236	\$ 197,088	3.6%	\$ 26,400	\$ 27,684	4.9%	\$ 216,636	\$ 224,782	3.8%	\$ 2,212,720	\$ 2,225,590	0.6%
Institutional Research & Analysis 1171***	\$ -	\$ -		\$ 516,450	\$ 507,971	-1.6%	\$ -	\$ -		\$ -	\$ -	
TOTAL	\$ 1,596,270	\$ 1,717,619	7.6%	\$ 1,763,317	\$ 85,158	-51.7%	\$ 1,763,317	\$ 85,158	-51.7%	\$ 832,020	\$ 765,720	-8.0%
Rental, Consultant, CPA Services, MISC Special Services 1810	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ 241,500	\$ 205,080	-15.1%
Insurance 1810	\$ 154,000	\$ 80,000	-48.1%	\$ 678,020	\$ 689,720	1.1%	\$ 832,020	\$ 765,720	-8.0%	\$ 1,249,837	\$ 1,055,958	-15.5%
Other Institutional+staff development 1830	\$ 154,000	\$ 80,000	-48.1%	\$ 1,095,837	\$ 978,958	-10.9%	\$ 1,249,837	\$ 1,055,958	-15.5%	\$ -	\$ -	
TOTAL	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ 11,965,789	\$ 13,623,900	13.9%
Employee Benefits 1820	\$ 98,000	\$ 85,000	-10.5%	\$ 11,870,799	\$ 13,538,900	14.1%	\$ -	\$ -		\$ 20,440,435	\$ 21,853,975	6.9%
TOTAL - Sheet 3	\$ 4,973,159	\$ 4,953,944	-0.4%	\$ 15,467,276	\$ 16,900,031	9.3%	\$ 20,440,435	\$ 21,853,975	6.9%	\$ 29,444,156	\$ 28,070,555	-4.7%
TOTAL Sheets 1 - 3	\$ 29,444,156	\$ 28,070,555	-4.7%	\$ 21,776,086	\$ 22,110,030	1.5%	\$ 160,000	\$ 111,210	-30.5%	\$ 51,380,242	\$ 50,291,795	-2.1%

**Mohawk Valley Community College
Employee Benefits & Rental Expense
2019 - 2020 to 2020 - 2021**

<u>EMPLOYEE BENEFITS</u>	2019-20 Adopted	2020-21 Request	% Change
Health Insurance Waiver	\$ 45,000	\$ 45,000	0.0%
Holiday Pay Out	\$ 50,000	\$ 40,000	-20.0%
NYS Teachers Retirement	\$ 420,000	\$ 521,000	24.0%
TIAA/CREF Retirement	\$ 1,430,000	\$ 1,380,000	-3.5%
NYS Employees Retirement	\$ 1,500,000	\$ 1,600,000	6.7%
Social Security	\$ 2,188,608	\$ 2,175,000	-0.6%
Health Insurance	\$ 5,134,681	\$ 6,675,000	30.0%
Unemployment Compensation	\$ 90,000	\$ 100,000	11.1%
Workers Compensations	\$ 503,000	\$ 474,000	-5.8%
Employee Tuition Waivers	\$ 24,000	\$ 20,000	-16.7%
Dependent Tuition Waivers	\$ 100,000	\$ 100,000	0.0%
Med LTD & Life Insurance	\$ 12,000	\$ 32,400	170.0%
Nursing Liability Insurance	\$ 500	\$ 500	0.0%
Vision Insurance	\$ 35,000	\$ 28,000	-20.0%
Other Employee Benefits (Flex, EAP)	\$ 11,000	\$ 11,000	0.0%
Compensated Absences - FICA	\$ 8,000	\$ 8,000	0.0%
PA Retirement Incentive	\$ 414,000	\$ 414,000	0.0%
Total Fringe Benefits	\$ 11,965,789	\$ 13,623,900	13.86%
 <u>RENTAL EXPENSE</u>			
Bowling Lanes	\$ 2,000	\$ 2,000	0.0%
Golf Course	\$ 1,000	\$ 1,000	0.0%
Indoor Baseball	\$ 7,500	\$ 7,500	0.0%
Rental Other (MHA)	\$ 40,817	\$ 40,817	0.0%
Rental Griffiss	\$ 50,000	\$ 50,000	0.0%
Carpentry & Masonry	\$ 75,000	\$ 62,000	-17.3%
Total Rentals	\$ 176,317	\$ 163,317	-7.4%

**Mohawk Valley Community College
Grants Adopted vs. Amended
2019-20**

	Personal Services	Equipment	Contractual	Fringe Benefits	Total
2019-20 Adopted Budget:	\$ 313,500	\$ 60,000	\$ 21,500	\$ 55,000	\$ 450,000
2019-20 Amended Budget:					
SUNY Expanded Investment Fund	\$ 9,807				\$ 9,807
Dev Math Corps Urban Yth, Wayne State	\$ 85,505		\$ 12,835	\$ 35,990	\$ 134,330
Dev Math Corps - Local Sponsors			\$ 44,898		\$ 44,898
Mohawk Valley Upward Bound (Yr 3)	\$ 170,405		\$ 87,043	\$ 62,333	\$ 319,781
FY17 CAE RREC Activities, NSA	\$ 2,500		\$ 13,511	\$ 475	\$ 16,486
Youthbuild 2017 - US DOL	\$ 243,452		\$ 272,688	\$ 60,550	\$ 576,690
SUNY PIF Apprentice Program	\$ 138,549		\$ 1,254,416	\$ 80,196	\$ 1,473,161
Fermentation Curric Dev, SUNY PIF	\$ 25,194	\$ 14,570	\$ 16,477		\$ 56,241
JumpStart Program, SUNY PIF	\$ 6,600		\$ 34,274	\$ 2,082	\$ 42,956
Microcredential Unmanned Aerial (3 yr)	\$ 147,171	\$ 3,499	\$ 131,707	\$ 45,525	\$ 327,902
ATE Regional Center Nanotech	\$ 8,409		\$ 23,381	\$ 4,043	\$ 35,833
Small Business Development Center	\$ 56,830		\$ 19,886	\$ 24,260	\$ 100,976
Utica GEAR-UP, (US DOE) Year 1	\$ 15,155	\$ 62,898	\$ 204,906	\$ 4,680	\$ 287,639
Rome Youthbuild, Americorps	\$ 11,566		\$ 107,566	\$ 11,424	\$ 130,556
Pathway to Grad Project, Title III (Yr 4)	\$ 73,997		\$ 149	\$ 25,636	\$ 99,782
DOD Cybersecurity Assistance, NYESD			\$ 273,145		\$ 273,145
FY18 OSHA Susan Harwood Trg - DOL	\$ 20,527		\$ 7,979	\$ 3,825	\$ 32,331
FY19 Americorps YB Utica	\$ 19,720		\$ 9,136	\$ 1,508	\$ 30,364
MV GenCyber - Introductory, NSA			\$ 2,104	\$ 75	\$ 2,179
MEP-AIM (Yr4) Regional Tech Dev Ctr	\$ 149,947		\$ 96,121	\$ 42,524	\$ 288,592
Rome Tree Inventory Project, DEC	\$ 11,836		\$ 2,553	\$ 1,740	\$ 16,129
MV GenCyber - Advanced, NSA			\$ 2,408		\$ 2,408
AACC Expanding CC Apprenticeship	\$ 35,500		\$ 89,375	\$ 12,972	\$ 137,847
SUNY Guided Pathways Cohort II - PIF	\$ 6,000		\$ 9,000		\$ 15,000
FY19 CAE RREC Activities, NSA	\$ 34,343		\$ 4,000	\$ 11,722	\$ 50,065
Volunteer Generation Program, Yr 2	\$ 32,504		\$ 3,710	\$ 8,448	\$ 44,662
Remote Lab-Sharing Models Mfg (3 yr)	\$ 90,231	\$ 47,289	\$ 289,159	\$ 32,070	\$ 458,749
Fuzehub Manufacturing Grt		\$ 35,000			\$ 35,000
FY20 Perkins III	\$ 106,851	\$ 6,704	\$ 243,875	\$ 22,148	\$ 379,578
FY20 Diversity Honors Scholarship	\$ -		\$ 7,283		\$ 7,283
FY20 Library Collection			\$ 8,477		\$ 8,477
FY20 CSTEP	\$ 68,655		\$ 45,218	\$ 21,136	\$ 135,009
FY20 CJII CIPP Reentry @ Marcy,DANY	\$ 31,037		\$ 49,875	\$ 5,478	\$ 86,390
FY20 STEP	\$ 72,447		\$ 52,166	\$ 26,722	\$ 151,335
FY20 Adult Literacy (ALE)	\$ 105,872		\$ 18,851	\$ 14,056	\$ 138,779
Small Business Development Center	\$ 256,040		\$ 87,800	\$ 41,261	\$ 385,101
Reintegration of Ex-Offenders, DOL	\$ 660,000		\$ 610,747	\$ 229,000	\$ 1,499,747
Pathway to Grad Project, Title III (Yr 5)	\$ 254,296	\$ 59,985	\$ 99,025	\$ 72,133	\$ 485,439
FY19 OSHA Susan Harwood Trg - DOL	\$ 23,046		\$ 15,653	\$ 2,399	\$ 41,098
Volunteer Generation Program, Yr 3	\$ 60,856		\$ 9,097	\$ 18,048	\$ 88,001
Youthbuild 2020 - US DOL	\$ 484,406		\$ 610,579	\$ 159,075	\$ 1,254,060
MEP-AIM (Yr5) Regional Tech Dev Ctr	\$ 336,158		\$ 156,291	\$ 107,980	\$ 600,429
Subtotal - Amended Grants thru Budget Amendment #4	\$ 3,855,412	\$ 229,945	\$ 5,027,364	\$ 1,191,514	\$ 10,304,235

**Mohawk Valley Community College
Insurance Program**

	2019-20 Adopted	2019-20 Amended	2020-21 Request	% Change
Data Processing	\$ 2,184	\$ 2,184	\$ 2,220	1.6%
Employee Dishonesty	\$ 648	\$ 648	\$ 2,592	300.0%
Commercial	\$ 329,465	\$ 329,465	\$ 329,844	0.1%
Automobile	\$ 13,908	\$ 13,908	\$ 14,614	5.1%
Other	\$ 4,715	\$ 4,715	\$ 6,923	46.8%
Total	\$ 350,920	\$ 350,920	\$ 356,193	1.5%

**Mohawk Valley Community College
Historical Comparison
Sponsor Appropriation**

	Sponsor Contribution	Increased Amount	% Increase
2002 - 03	\$ 5,812,059	\$ 497,000	9.35%
2003 - 04	\$ 5,862,059	\$ 50,000	0.86%
2004 - 05	\$ 6,362,059	\$ 500,000	8.53%
2005 - 06	\$ 6,462,059	\$ 100,000	1.57%
2006 - 07	\$ 6,862,059	\$ 400,000	6.18%
2007 - 08	\$ 7,068,059	\$ 206,000	3.00%
2008 - 09	\$ 7,280,100	\$ 212,041	3.00%
2009 - 10	\$ 7,280,100	\$ -	0.00%
2010 - 11	\$ 7,280,100	\$ -	0.00%
2011 - 12	\$ 7,280,100	\$ -	0.00%
2012 - 13	\$ 7,280,100	\$ -	0.00%
2013 - 14	\$ 7,280,100	\$ -	0.00%
2014-15	\$ 7,498,503	\$ 218,403	3.00%
2015-16	\$ 7,723,458	\$ 224,955	3.00%
2016-17	\$ 7,723,458	\$ -	0.00%
2017-18	\$ 7,916,544	\$ 193,086	2.50%
2018-19	\$ 8,074,875	\$ 158,331	2.00%
2019-20	\$ 8,317,121	\$ 242,246	3.00%
2020-21	\$ 8,317,121	\$ -	0.00%

**Mohawk Valley Community College
Historical Comparison
Fund Balance**

Fiscal Yr. Ending	Next Year's		Budget % Increase (Decrease)	Actual		Actual Ending Fund Balance As a % of Budget	Budget		Planned Unappropri. Fund Balance as a % of Oper Budget	Minimum Recommend Bal 5% of Total Appropriations
	Proposed Budget Total Appropriations	Unreserved Fund Balance at End of Fiscal Year		Unreserved Fund Balance For Next Year	Appropriated Fund Balance For Next Year		Planned Unappropri. Balance For Next Year			
August 31, 2002	\$ 31,105,667	\$ 263,432	3.35%	\$	\$ -	0.85%	\$	\$ 263,432	0.85%	\$1,555,283
August 31, 2003	\$ 32,640,102	\$ 1,170,092	4.93%	\$	\$ 434,103	3.58%	\$	\$ 735,989	2.25%	\$1,632,005
August 31, 2004	\$ 35,123,246	\$ 1,950,693	7.61%	\$	\$ 1,402,868	5.55%	\$	\$ 547,825	1.56%	\$1,756,162
August 31, 2005	\$ 36,458,478	\$ 1,989,256	3.80%	\$	\$ 1,040,000	5.46%	\$	\$ 949,256	2.60%	\$1,822,924
August 31, 2006	\$ 37,940,000	\$ 3,545,798	4.06%	\$	\$ 842,850	9.35%	\$	\$ 2,702,948	7.12%	\$1,897,000
August 31, 2007	\$ 39,618,571	\$ 4,676,914	4.42%	\$	\$ 1,840,152	11.80%	\$	\$ 2,836,762	7.16%	\$1,980,929
August 31, 2008	\$ 40,856,287	\$ 6,755,498	5.08%	\$	\$ 2,125,000	16.53%	\$	\$ 4,630,498	11.33%	\$2,042,814
August 31, 2009	\$ 42,859,530	\$ 7,750,956	4.90%	\$	\$ 3,000,000	18.08%	\$	\$ 4,750,956	11.08%	\$2,142,977
August 31, 2010	\$ 44,516,961	\$ 8,763,566	3.87%	\$	\$ 3,995,248	19.69%	\$	\$ 4,768,318	10.71%	\$2,225,848
August 31, 2011	\$ 47,281,208	\$ 6,925,126	6.21%	\$	\$ 3,976,826	14.65%	\$	\$ 2,948,300	6.24%	\$2,364,060
August 31, 2012	\$ 49,623,766	\$ 5,797,370	4.95%	\$	\$ 1,268,579	11.68%	\$	\$ 4,528,791	9.13%	\$2,481,188
August 31, 2013	\$ 50,037,922	\$ 5,991,864	0.83%	\$	\$ 1,396,877	11.97%	\$	\$ 4,594,987	9.18%	\$2,501,896
August 31, 2014	\$ 51,804,021	\$ 6,653,371	3.53%	\$	\$ 1,300,000	12.84%	\$	\$ 5,353,371	10.33%	\$2,590,201
August 31, 2015	\$ 53,902,042	\$ 6,652,021	4.05%	\$	\$ 500,000	12.34%	\$	\$ 6,152,021	11.41%	\$2,695,102
August 31, 2016	\$ 51,437,073	\$ 5,433,338	-4.57%	\$	\$ 1,500,000	10.56%	\$	\$ 3,933,338	7.6%	\$2,571,854
August 31, 2017	\$ 49,968,925	\$ 4,438,548	-2.85%	\$	\$ 290,000	8.88%	\$	\$ 4,148,548	8.3%	\$2,498,446
August 31, 2018	\$ 51,925,451	\$ 3,000,220	3.92%	\$	\$ 1,290,000	5.78%	\$	\$ 1,710,220	3.3%	\$2,596,273
August 31, 2019	\$ 51,380,242	\$ 3,026,278	-1.05%	\$	\$ 800,000	5.89%	\$	\$ 2,226,278	4.3%	\$2,569,012
August 31, 2020	* \$ 50,358,157	\$ 2,226,278	-1.99%	\$	\$ 444,000	4.42%	\$	\$ 1,782,278	3.54%	\$2,517,908

* - Estimated

**Mohawk Valley Community College
Budgeted Vs Budgeted FTEs
2019-2020 To 2020-2021**

	<u>Budgeted FTEs 2018-19</u>	<u>Budgeted FTEs 2019-20</u>	<u>FTE Difference</u>	<u>% Difference</u>
<u>Fall</u>				
Full Time	1,520.0	1,444.8	(75.3)	-5.0%
Part Time	523.4	522.5	(0.9)	-0.2%
<u>Intersession</u>				
	15.7	12.6	(3.1)	-19.7%
<u>Spring</u>				
Full Time	1,239.9	1,164.1	(75.8)	-6.1%
Part Time	754.4	733.9	(20.4)	-2.7%
<u>Summer</u>				
Part Time	195.3	177.4	(17.9)	-9.2%
Totals:	4,248.8	4,055.3	(193.5)	-4.6%

Mohawk Valley Community College
Enrollment Projections
2019-2021

	Actual 2012-13	Actual 2013-14	% Chg. 12-13 to 13-14	Actual 2014-15	% Chg. 13-14 to 14-15	Actual 2015-16	% Chg. 14-15 to 15-16	Actual 2016-17	% Chg. 15-16 to 16-17	Actual 2017-18	% Chg. 16-17 to 17-18	Actual 2018-19	% Chg. 17-18 to 18-19	Estimated 2019-20	% Chg. 18-19 to 19-20	Budget 2020-21	% Chg. 19-20 to 20-21
Full Time Headcount																	
Fall	4,599	4,616	0.37%	4,021	-12.89%	3,626	-9.82%	3,429	-5.43%	3,343	-2.51%	3,155	-5.62%	2,982	-5.48%	2,863	-4.00%
Spring	4,281	3,996	-6.66%	3,550	-11.16%	3,250	-8.45%	3,126	-3.82%	2,993	-4.25%	2,881	-3.74%	2,456	-14.75%	2,401	-2.25%
Full Time Credit Hours																	
Fall	67,802	68,517	1.05%	59,591	-13.03%	53,856	-9.62%	51,276	-4.79%	50,241	-2.02%	47,502	-5.45%	45,149	-4.95%	43,343	-4.00%
Spring	62,623	59,099	-5.63%	52,406	-11.33%	48,176	-8.07%	46,490	-3.50%	44,454	-4.38%	42,607	-4.15%	36,379	-14.62%	34,924	-4.00%
Part Time Headcount																	
Fall	2,863	2,817	-1.61%	3,174	12.67%	3,129	-1.42%	3,212	2.65%	3,229	0.53%	3,135	-2.91%	3,135	0.00%	3,090	-1.44%
Spring	3,274	3,294	0.61%	3,515	6.71%	3,417	-2.79%	3,654	6.94%	3,700	1.26%	3,786	2.32%	3,923	3.62%	3,884	-1.01%
Summer & Intercession	1,589	1,528	-3.84%	1,302	-14.79%	1,182	-9.22%	1,194	1.02%	1,160	-2.85%	907	-21.81%	1,014	11.80%	978	-3.53%
Part Time Credit Hours																	
Fall	15,161	14,667	-3.23%	16,308	9.55%	16,053	-1.56%	16,444	2.43%	16,324	-0.73%	15,964	-2.21%	15,964	0.00%	15,675	-1.81%
Spring	17,453	18,089	3.64%	18,991	4.99%	18,947	-0.23%	19,898	5.02%	20,164	1.33%	20,568	2.01%	23,309	13.33%	22,018	-5.54%
Summer & Intercession	9,192	8,815	-4.10%	7,592	-13.88%	6,560	-13.59%	7,023	7.05%	6,828	-2.78%	4,074	-40.34%	5,922	45.37%	5,700	-3.74%
Total Cr. Hrs	172,230	169,407	-1.64%	154,888	-8.57%	143,592	-7.29%	141,131	-1.71%	138,010	-2.21%	130,713	-5.29%	126,722	-3.05%	121,660	-3.99%
Total FTEs	5,741	5,647	-1.64%	5,163	-8.57%	4,786	-7.29%	4,704	-1.71%	4,600	-2.21%	4,357	-5.29%	4,224	-3.05%	4,055	-3.99%

Griffiss International Airport



660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

CHAD LAWRENCE
Commissioner of Aviation

June 10, 2020

FN 20 20-228

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

AIRPORT

WAYS & MEANS

Re: **Energy Performance Contract Amendment**

Dear County Executive Picente:

Please consider this amendment to the Energy Performance Contract between the County and C&S Operations, Inc. The additional work contained therein is necessary in order for the tenant, Strategic Global Aviation to occupy the space. Once this work is complete, Strategic Global Aviation will occupy this space and the County will receive additional revenue.

Capital Account H - 606 will be used to pay for this work.

If you find the enclosed agreeable, please forward the same to the Board of Legislators for consideration at their next meeting.

Sincerely,

Chad Lawrence
Commissioner of Aviation

Enclosures

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

Anthony J. Picente, Jr.
County Executive

Date 6-15-20

Oneida Co. Department:

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:

C&S Operations, Inc
499 Col. Collins Blvd.
Syracuse , New York 13212

Title of Activity or Service:

Amendment to the Energy Performance
Contract

Proposed Dates of Operation:

Upon execution, through completion of
the task orders.

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

This amendment to this contract allow us to fix bathrooms , renovate office space necessary
for the operations of Strategic Global Aviation

2) Program/Service Objectives and Outcomes:

The objective is to increase revenues for the Airport

3) Program Design and Staffing: N/A

Total Funding Requested: \$242,000

Account #: H-606

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources (Federal \$/ State \$/County \$): County- \$242,000

Cost Per Client Served: \$0.00

Past Performance Data: N/A

O.C. Department Staff Comments:

AMENDMENT TO AGREEMENT BETWEEN ONEIDA COUNTY AND C&S
OPERATIONS, INC.
FOR
ENERGY PERFORMANCE CONTRACTING SERVICES

THIS IS AN AMENDMENT TO AN AGREEMENT ("Amendment") made effective as of the June 5, 2020, by and between Oneida County, a municipal corporation having its principal place of business at 800 Park Ave, Utica, NY 13501 ("OWNER"), and C&S Operations, Inc., a New York corporation having its place of business at 499 Col. Collins Blvd., Syracuse, NY 13212 ("C&S").

WHEREAS, the OWNER and C&S are parties to an agreement for Energy Performance Contracting Services at Griffiss International Airport (OWNER contract no. 89878) that became effective July 10, 2019 ("Original Agreement"); and

WHEREAS, during the course of Work pursuant to the Original Agreement, and as a result of the OWNER assuming full ownership and control of the building at Griffiss International Airport commonly known as "Building 101," the OWNER determined that it was necessary to add certain additional work to be performed in Building 101; and

WHEREAS, the additional work necessary in Building 101 is appropriate to be completed pursuant to an energy performance contracting agreement; and

WHEREAS, C&S is willing and able to complete the additional work requested by the OWNER;

NOW, THEREFORE, in consideration of their mutual obligations set forth in this Agreement and other good and valuable consideration, the receipt and adequacy of which they hereby acknowledge, OWNER and C&S agree as follows:

1. The Original Agreement shall be amended by the addition of **Exhibit E – Building 101 Additional Scope Items**, a copy of which is attached hereto and made a part hereof. By this Amendment, Exhibit E shall also be incorporated into and made a part of the Original Agreement.
2. The OWNER shall pay C&S the sum of \$242,000 for completion of the Work detailed in **Exhibit E**. This payment shall be inclusive of equipment purchase and all other associated costs.
3. All other terms and conditions of the Original Agreement shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of the day and year first above-written.

OWNER:

C&S:

Signature

Anthony J. Picente, Jr.

Oneida County Executive

Title

Date

Signature

JAMES OLOTT
Print

PRESIDENT
Title

6/11/20
Date

Approved:

Amanda Lynn Cortese
Special Assistant County Attorney

EXHIBIT "E"

BUILDING 101 ADDITIONAL SCOPE ITEMS

While undertaking the Work associated with the Original Agreement, OWNDER has requested C&S to complete the following additional scope for the cost detailed within this Amendment. This work has no associated energy cost reduction and does not affect the project performance.

1. The following additional work is proposed to take place within the three story office building on the South side of Building 101.

- A. General Conditions
 - i. Project Manager as needed for project coordination, oversight and general support.
 - ii. Full time on site supervision for duration of the project.
 - iii. Safety inspections and enforcement.
 - iv. Temporary sanitary for our subcontractors and employees only.
 - v. Warning signs and necessary barricades to keep site safe.
 - vi. Cleaning of space has been included as vacuum / broom clean. Final cleaning by others. Building permit is to be by Owner, if required.

- B. Finishes per 100-A-601
 - i. Paint
 - a. Rooms #104 and 112 to receive drywall ceiling paint.
 - b. All new and existing hollow metal doors frames are to receive prep and paint. All existing GWB surfaces to receive (2) coats of finish paint.
 - c. Painting of exterior overhead door lintels.
 - d. Painting of stair risers, landings and railings.

 - ii. Flooring
 - a. Carpet tile flooring and applicable base. VCT / resilient areas and base. Rubber stair treads to replace existing. Minor floor prep included.

 - iii. Acoustical Systems
 - a. Install 9/16" fin line suspension grid as applicable.
 - b. Ceiling tile to be USG Mars Climaplus 2x2 with Tegular edge.

 - iv. Gypsum Assemblies
 - a. Miscellaneous patch & match of existing conditions ready for paint.
 - b. Assume that areas of wall covering removal have been properly sized prior to installation. Excessive removals and repairs have not been included.

v. Toilets

a. Install new stainless steel toilet partitions per floor plans. Remove and reinstall existing toilet room accessories.

C. Clarifications

i. All MEPS associated scopes of work have not been included.

ii. All window treatments are to remain, new treatments have not been included. Final cleaning of spaces prior to occupation is to be by others.

iii. All scopes of work not specifically mentioned above have not been included.