



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

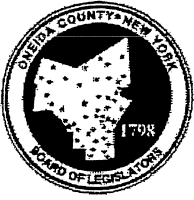
Timothy Julian
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION FOR THE APRIL 12, 2023 MEETING

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

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**Memorializing petition by
Oneida County
Board of Legislators**

FN 20 23-089

READ & FILED

F.N. 2023- XXX

A MEMORIALIZING PETITION OPPOSING GOV. HOCHUL'S PLAN TO SHIFT MILLIONS OF NEW MEDICAID COSTS TO COUNTIES.

Sponsors: Messrs. Buck, Flisnik, Waterman, Koenig, Davis and Schiebel, and Mmes. Pratt and Rogers-Witt

WHEREAS, the state budget should be crafted with careful intent and the interests of every single New York taxpayer in mind, and

WHEREAS, Governor Kathy Hochul's proposed state budget would end the Affordable Care Act enhanced Federal Medical Assistance Percentage (eFMAP) federal pass-through to counties and New York City, and.

WHEREAS, the Governor's plan is an unprecedented shift of as much as \$2.9 billion over four years that will saddle local taxpayers with new Medicaid costs by taking eFMAP funds that were intended to go directly to local governments to help hold costs down, and

WHEREAS, Governor Hochul wants to siphon away more than \$7.6 million from Oneida County that directly assists safety net programs and instead divert it into state coffers, and

WHEREAS, New York state already shifts more of its Medicaid costs to local government than any other state, and

WHEREAS, in New York, it is our county governments that administer services our most vulnerable residents rely on, and

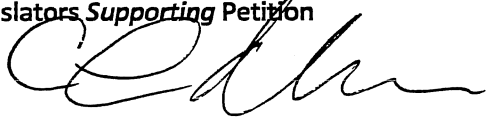
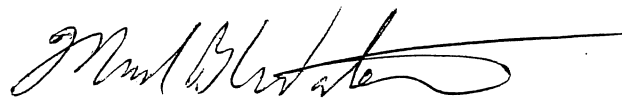
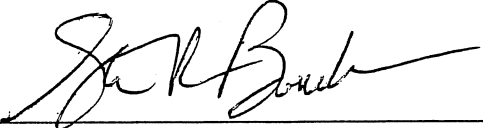
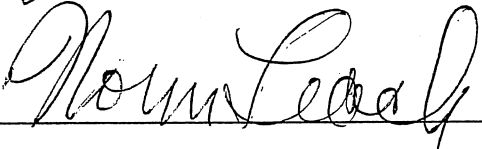
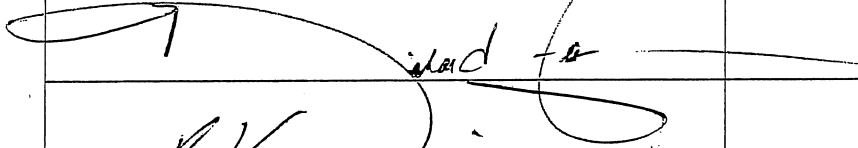


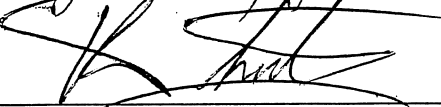
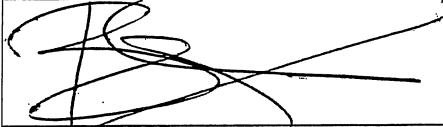


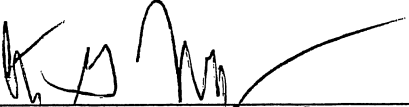
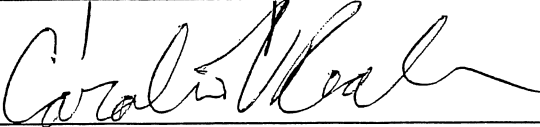
WHEREAS, local governments are ill-equipped to take on such a considerable expense with almost no warning, and counties unable to shoulder this burden — as undoubtedly many will not

be able to do so — will be forced to pass along that burden in the form of higher property taxes or cut valuable programs and services, and

NOW, THEREFORE BE IT RESOLVED, the Oneida County Board of Legislators calls on the State Legislature to reject the proposal in the Governor's budget that ends the longstanding practice of sharing federal Medicaid funds, with counties, and

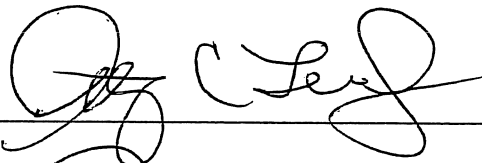

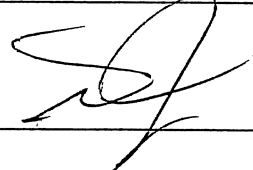

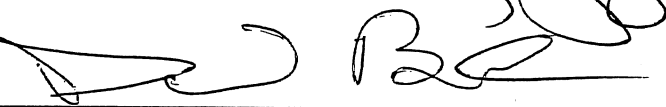
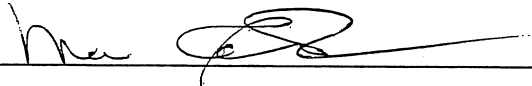
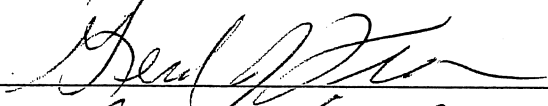

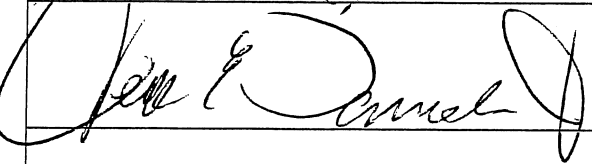
BE IT FURTHER RESOLVED that the Clerk to the Oneida County Board of Legislators shall forward copies of this resolution to New York State Governor Kathy Hochul, State Senators Joseph A. Griffo and Rachel May, State Assembly members Marianne Buttenschon, Brian D. Miller, Kenneth Blankenbush and Robert Smullen, the New York State Association of Counties, and all others deemed necessary and proper.

March 8, 2023

Legislators Supporting Petition	Legislators Opposing Petition
	
	
	
	
	
	
	
	
	
	
	
	
	

Legislators Supporting Petition

Legislators Opposing Petition

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



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

February 22, 2023

FN 20 23 090

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

WAYS & MEANS

Dear Mr. Picente:

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

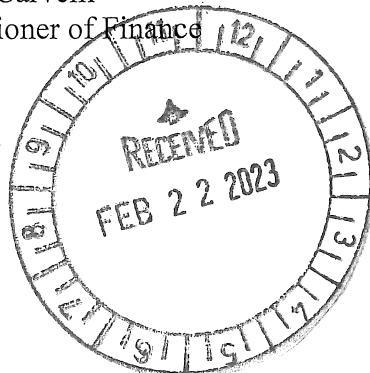
We would respectfully request that you please forward said petitions to the Oneida County Board of Legislators for full board consideration on March 8th.

<u>NUMBER</u>		<u>AMOUNT</u>
0	REFUND	\$ 0
8	CORRECTIONS	\$ 7,371.32

Sincerely,

Anthony Carvelli
Commissioner of Finance

AC:kp
Enclosure



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

Anthony J. Picente, Jr.
County Executive

Date 2-22-23

MUNICIPALITY	YEAR	ERRORREOUS ASSESSMENTS NAME	TAX MAP NUMBERS	TAX UNPAID	AMOUNT CANCEL	TAX PAID	AMOUNT REFUND	CORRECT	AMOUNT TO "0"
Boonville	2023	Ready, Kyle M.	2689 10.000-1-5-1 LL	\$ 1,256.53	\$ 232.44			\$ 1,024.09	\$ -
Deerfield	2023	Grimmer, James	3200 294.000-2-44 NN	\$ 3,138.02	\$ (1,365.07)	*		\$ 4,503.09	\$ -
Deerfield	2023	Grimmer, James	3200 294.000-2-45-2 PV	\$ 4,444.34	\$ 3,773.30			\$ 671.04	\$ -
Deerfield	2023	Huening, Frederick & Theresa (lfe	3200 307.005-4-7 PA	\$ 3,108.00	\$ 2,470.38			\$ 637.62	\$ -
Deerfield	2023	O'Connor, Ryan & Danielle	3200 266.000-1-9-2 PG	\$ 3,204.81	\$ 2,125.73			\$ 1,079.08	\$ -
New Hartford	2022	NYS DOT	4889 316.000-2-41.2 QE	\$ 31.69	\$ 31.69			\$ -	\$ -
New Hartford	2023	NYS DOT	4889 316.000-2-42.2 QE	\$ 0.11	\$ 0.11			\$ -	\$ -
Camden	2023	Benwitz, Jerold	3089 107.000-1-16.14 RU	\$ 199.35	\$ 102.74			\$ 96.61	\$ -
					\$ 7,371.32			\$ 8,011.53	
*Inventory on another parcel owned by same taxpayer. The assessment on this proeprty was increased and assessment on other parcel was decreased.									



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

February 08, 2023

FN 20 23-091

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

WAYS & MEANS

Honorable Members:

In order to close the County accounting records for 2022, the need for fund transfers appeared in various departmental appropriation accounts throughout the County. These transfers are required primarily due to the need to charge 2022 accounts for actual and anticipated 2022 expenditures occurring in 2022, as required under Generally Accepted Accounting Principles (GAAP).

The transfers are fully covered by surplus funds in the 2022 budgets of other related accounts and will not require the use of funds from the Fund Balance. In most cases, the following transfers are made from unencumbered funds in other appropriation accounts within the respective departments.

Therefore, in accordance with Section 610, Oneida County Administrative Code, I hereby request your Board approval for the following **2022** fund transfers. I also request that these closeouts be acted on at the **March 8, 2023** meeting.

TO:

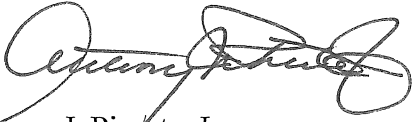
AA# A1170.454 - - - Public Defender-Criminal, Travel Mileage, Meals Daily	\$	2,000.
AA# A1170.491 - - - Public Defender-Criminal, Other Materials & Supplies.....		20,000.
AA# A3020.493 - - - Emergency Communications, Maintenance, Repairs & Ser..		20,000.
AA# A3110.456 - - - Sheriff Administration, Gasoline.....		27,527.
AA# A3150.49510 - Sheriff Jail Inmates, Inmate Meal Service.....		55,000.
AA# A4013.495 - - - Public Health-Clinic, Other Expenses		28,000.
		<hr/>
	"A" Fund Total:	\$ 152,527.

FROM:

AA# A3120.251 - - - Sheriff-Law Enforcement, Automotive Equipment.....	\$	54,792.
AA# A3151.491 - - Sheriff-Correctional Facility, Other Materials & Supplies....		20,462.
AA# A3152.492 - - - Sheriff-Inmate Commissary, Computer Software & Lic.....		49,122.

AA# A4012.418 - - - Public Health-Clinic, Postage	8,511.
AA# A4012.491 - - - Public Health-Clinic, Other Materials	5,040.
AA# A4015.495 - - - Public Health-Lead Screening, Other Expenses	<u>14,600.</u>
“A” Fund Total:	\$ 152,527.

Respectfully submitted,



Anthony J. Picente, Jr.
Oneida County Executive

AJP:
CC: County Attorney
Comptroller
Budget Director



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

Date: February 25, 2023

FN 20 23 092

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

WAYS & MEANS

Honorable Members:

There is a need for additional funds in various salary and related personal services' accounts throughout the County for 2022. These transfer requirements have resulted from a variety of factors such as the settlement of several labor contracts, which resulted in the payment of retroactive wages to the employees covered by those agreements and the payment of overtime for special projects that may arise. The resulting payroll adjustments, as expected, caused budgetary shortages in many salary accounts, all of which are adequately covered by surpluses in other personal services' accounts.

Due to the need to close the 2022 accounting records, I ask that these transfers be acted upon at the **March 8th meeting**. I therefore request your Board approval for the following **2022** fund transfers:

TO:

AA# A1110.101 - County Court, Salaries	\$	6,452.
AA# A1165.102 - District Attorney-District Attorney Office, Temporary Help.....		80,176.
AA# A1165.109 - District Attorney-District Attorney Office, Other Salaries		6,031.
AA# A1170.102 - Public Defender-Criminal, Temporary Help.....		53,444.
AA# A1170.103 - Public Defender-Criminal, Overtime.....		128.
AA# A1170.109 - Public Defender-Criminal, Other Salaries		684.
AA# A1312.103 - Finance-Real Property Tax Services, Overtime.....		1,794.
AA# A1313.101 - Finance-Real Estate, Salaries.....		651.
AA# A1315.101 - Audit & Control, Salaries		6,685.
AA# A1340.102 - Budget Office, Temporary Help.....		35,723.
AA# A1345.102 - Purchasing, Temporary Help		9,598.
AA# A1345.103 - Purchasing, Overtime.....		800.
AA# A1411.103 - County Clerk-Motor Vehicle Bureau, Overtime.....		12,477.
AA# A1412.101 - County Clerk-Naturalization, Salaries		781.
AA# A1420.103 - Law Department, Overtime.....		2,836.
AA# A1430.102 - Personnel, Temporary Help		887.
AA# A1430.195 - Personnel, Other Fees & Services.....		38,527.
AA# A1450.103 - Board of Elections, Overtime.....		30,530.

Board of Legislators

February 25, 2023

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AA# A1490.101 - DPW-Public Works Commissioner, Salaries	5,110.
AA# A1620.103 - DPW-Buildings and Grounds, Overtime	14,145.
AA# A1620.109 - DPW-Buildings and Grounds, Salaries-Other	442.
AA# A3020.102 - Emergency Svcs, Temporary Help.....	19,767.
AA# A3020.103 - Emergency Svcs, Overtime	177,933.
AA# A3110.101 - Sheriff-Administration, Salaries	11,491.
AA# A3111.103 - Sheriff-Stop DWI, Overtime.....	38,105.
AA# A3112.103 - Sheriff-Security, Overtime	84,353.
AA# A3112.107 - Sheriff-Security, Salaries-207-C Injury	9,018.
AA# A3113.103 - Sheriff-Special Initiatives, Overtime	11,641.
AA# A3120.103 - Sheriff-Law Enforcement, Overtime	632,959.
AA# A3120.107 - Sheriff-Security, Salaries-207-C Injury	51,776.
AA# A3121.102 - Sheriff-SPO, Temporary Help	77,016.
AA# A3121.103 - Sheriff-SPO, Overtime.....	2,833.
AA# A3140.109 - Office of Probation, Salaries-Other	7,621.
AA# A3141.101 - Domicile Restriction Program, Salaries.....	65,928.
AA# A3141.103 - Domicile Restriction Program, Overtime	2,621.
AA# A3142.103 - PINS Diversion Program, Overtime	20,326.
AA# A3144.101 - Raise the Age, Salaries.....	2,665.
AA# A3144.103 - Raise the Age, Overtime	1,239.
AA# A3150.103 - Sheriff-Jail Inmates, Overtime.....	3,235,123.
AA# A3150.107 - Sheriff-Jail Inmates, Salaries 207-C Injury.....	99,528.
AA# A4010.101 - Public Health-Health Administration, Salaries.....	49,705.
AA# A4010.109 - Public Health-Health Administration, Other Salaries.....	20,409.
AA# A4015.195 - Public Health-Lead Screening, Other Fees & Services.....	296.
AA# A4018.102 - Public Health Administration, Temporary Help	957.
AA# A4018.103 - Public Health Administration, Overtime	415.
AA# A4021.103 - Public Health-COVID, Overtime.....	298.
AA# A4059.103 - Public Health-Early Intervention, Overtime	1,462.
AA# A4062.101 - Public Health-Lead Screening, Salaries.....	38,118.
AA# A4062.103 - Public Health-Lead Screening, Overtime	722.
AA# A4089.103 - Public Health-Immunization Action Plan, Overtime.....	285.
AA# A4220.101 - Public Health-DOJ/IIR-OD Map Grant, Salaries.....	7,600.
AA# A4220.103 - Public Health-DOJ/IIR-OD Map Grant, Overtime	4,592.
AA# A5620.103 - Department of Aviation, Overtime	30,584.
AA# A5620.109 - Department of Aviation, Salaries-Other	8,878.
AA# A6010.102 - Social Services Administration, Temporary Help	21,068.
AA# A6010.103 - Social Services Administration, Overtime.....	28,007.
AA# A6011.103 - Children & Adults services, Overtime	174,087.
AA# A6012.101 - Temporary Assistance, Salaries	321,118.
AA# A6012.103 - Temporary Assistance, Overtime.....	188,402.
AA# A6015.101 - Home Energy Assistance Program, Salaries	46,321.
AA# A6015.103 - Home Energy Assistance Program, Overtime.....	11,394.
AA# A6019.102 - Day Care Activities, Temporary Help.....	9,452.
AA# A6510.101 - Veterans Service Agency, Salaries.....	18,200.

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AA# A6510.103 - Veterans Service Agency, Overtime	35.
AA# A6510.109 - Veterans Service Agency, Salaries-Other	442.
AA# A6772.103 - Office for the Aging, Overtime.....	3,174.
AA# A6773.103 - Office for the Aging-Senior Nutrition, Overtime	6,312.
AA# A6774.103 - Office for Continuing Care, Overtime	16,679.
AA# A7310.101 -Youth Bureau, Salaries	9,243.
AA# A8020.101 - Planning, Salaries.....	263,891.
AA# A8020.103 - Planning, Overtime	163.
	<u>6,142,153.</u>
"A" Fund Total: \$	6,142,153.

AA# D3310.101 - Public Works Traffic Control, Salaries.....	\$ 550.
AA# D5010.101 - Highway & Bridges Administration, Salaries.....	20,703.
AA# D5010.103 - Highway & Bridges Administration, Overtime	3,715.
AA# D5020.103 - Engineering, Overtime	880.
AA# D5110.101 - Maintenance of Highway & Bridges Administration, Salaries.....	12,807.
AA# D5110.103 - Maintenance of Highway & Bridges Administration, Overtime	67,967.
	<u>106,622.</u>
"D" Fund Total: \$	106,622.

AA# G8120.103 - W.P.C. - Sanitary Sewers, Overtime.....	\$ 2,888.
AA# G8130.102 - W.P.C. - Sewage Treatment, Temp Help.....	5,885.
AA# G8140.101 - W.P.C. - Industrial Program, Salaries.....	1,056.
	<u>9,829.</u>
"G" Fund Total: \$	9,829.

AA# J6293.102 - Summer Youth Employment Program, Temporary Help.....	\$ 35,802.
AA# J6295.102 - Summer Youth Employment Program, Temporary Help.....	56,602.
AA# J6298.109 - Summer Youth Employment Program, Salaries-Others	11,500.
AA# J6300.101 - Workforce Development Administration, Salaries	22,054.
AA# J6300.102 - Workforce Development Administration, Temporary Help	50,241.
	<u>176,199.</u>
"J" Fund Total: \$	176,199.

AA# K8221.103 - K-Planning-Joint Activity, Overtime.....	486.
	<u>486.</u>
"K" Fund Total: \$	486.

FROM:

AA# A1420.101 - Law Department, Salaries	\$ 862,548.
AA# A3020.101 - Emergency Svcs, Salaries	687,279.
AA# A3120.101 - Sheriff-Law Enforcement, Salaries.....	700,149.
AA# A3121.101 - Sheriff-Special Patrol Officers, Salaries	1,298,327.
AA# A3140.101 - Probation-Office of Probation, Salaries	361,661.
AA# A4020.101 - Public Health- COVID-19, Salaries.....	788,318.
AA# A4021.101 - Public Health-Community Wellness, Salaries	172,293.
AA# A6011.101 - DSS-Children & Adults Services, Salaries.....	1,271,578.
	<u>6,142,153.</u>
"A" Fund Total: \$	6,142,153.

Board of Legislators
February 25, 2023
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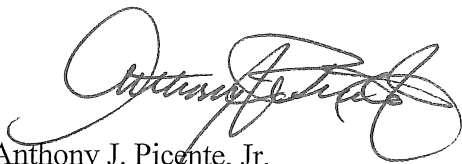
AA# D5110.102 - Maintenance of Highways & Bridges, Temporary Help.....\$ 106,622.
"D" Fund Total: \$ 106,622.

AA# G8120.103 - W.P.C.-Sewage Treatment, Overtime.....\$ 9,829.
"G" Fund Total: \$ 9,829.

AA# J6293.101 - Workforce Development Youth Employment, Salaries.....\$ 31,650.
AA# J6298.102 - Workforce Development Youth Employment, Temp Help 142,912.
AA# J6300.109 - Workforce Development Admin, Salaries-Other1,637.
"J" Fund Total: \$ 176,199.

AA# K8221.101 – K-Planning, Salaries.....486.
"K" Fund Total: \$ 486.

Respectfully submitted,



Anthony J. Picente, Jr.
Oneida County Executive

CC:County Attorney
Comptroller
Budget Director



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 23-093

February 08, 2023

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

WAYS & MEANS

Honorable Members:

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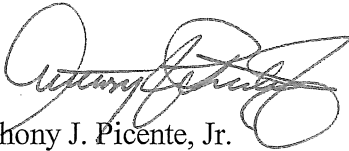
AA# A1170.454 - - - Public Defender-Criminal, Travel Mileage, Meals Daily	\$	2,000.
AA# A1170.491 - - - Public Defender-Criminal, Other Materials & Supplies		20,000.
AA# A3020.493 - - - Emergency Communications, Maintenance, Repairs & Ser..		20,000.
AA# A3110.456 - - - Sheriff Administration, Gasoline		27,527.
AA# A3150.49510 - Sheriff Jail Inmates, Inmate Meal Service		55,000.
AA# A4013.495 - - - Public Health-Clinic, Other Expenses		28,000.
AA# A5610.414 - - - Department of Aviation, Utilities.....		105,000.
	"A" Fund Total: \$	257,527.

FROM:

AA# A3120.251 - - - Sheriff-Law Enforcement, Automotive Equipment.....	\$	54,792.
AA# A3151.491 - - Sheriff-Correctional Facility, Other Materials & Supplies		20,462.

AA# A3152.492 - - - Sheriff-Inmate Commissary, Computer Software & Lic.....	49,122.
AA# A4012.418 - - - Public Health-Clinic, Postage	8,511.
AA# A4012.491 - - - Public Health-Clinic, Other Materials	5,040.
AA# A4015.495 - - - Public Health-Lead Screening, Other Expenses	14,600.
AA# A5610.491 - - - Department of Aviation, Other Materials & Supplies.....	<u>105,000.</u>
"A" Fund Total:	\$ 257,527.

Respectfully submitted,



Anthony J. Picente, Jr.
Oneida County Executive

AJP:
CC: County Attorney
Comptroller
Budget Director

ONEIDA COUNTY
WORKERS' COMPENSATION DEPARTMENT

ONEIDA COUNTY OFFICE BUILDING, 800 PARK AVENUE, UTICA, NY 13501

PHONE: (315) 798-5688 FAX: (315) 798-5924

Michael L. Lally

Oneida County
Board of Legislators
Gerald J. Fiorini, Chairman

Workers' Compensation
Committee
Norman Leach, Chairman

FN 20 23 - 094

February 28, 2023

WORKERS' COMPENSATION

Hon. Gerald J. Fiorini, Chairman
Oneida County Board of Legislators
Oneida County Office Building
800 Park Avenue, 10th Floor
Utica, New York 13501

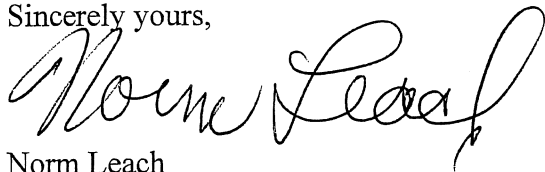
WAYS & MEANS

Dear Mr. Fiorini:

Attached please find a proposed one-year extension between the Oneida County Workers' Compensation Plan and NCA Comp, Inc. for Third Party Administration services. This Third-Party Administrator agreement provides claim and administrative services in connection with claims arising under Workers' Compensation Laws. The cost of this extension will be \$189,000.00 and will run from March 15, 2023 to March 14, 2024.

If you have no objections, I would respectfully request that you forward this contract to the Board of Legislators for their consideration and approval. Thank you in advance for your cooperation.

Sincerely yours,



Norm Leach
Workers' Compensation Committee Chairman

Oneida Co. Department: Workers Compensation

Competing Proposal X
Only Respondent _____
Sole Source _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: NCAComp., Inc.
14 Lafayette Square, Suite 700
Buffalo, New York 14203

Title of Activity or Service: Third Party Administrator

Proposed Dates of Operation: March 15, 2023 – March 14, 2024

Client Population/Number to be Served: Oneida County Residents

Summary Statements

1) Narrative Description of Proposed Services

Third Party Administrator agreement clarifies and expands upon the procedures required to comply with recent changes in the Workers' Compensation Law regarding payment of claims.

2) Program/Service Objectives and Outcomes: To meet expectations of Oneida County Self Insurance Plan.

3) Program Design and Staffing

Details may be found in the attached contract documents.

Total Funding Requested: \$189,000.00 **Account # A1710.195**

Oneida County Dept. Funding Recommendation: \$189,000.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

MINUTES
ONEIDA COUNTY BOARD OF ACQUISITION AND CONTRACT

DATE: February 15, 2023; 11:00 a.m.

LOCATION: VIA-teleconference

Roll Call:

County Executive: Present

Chairman of the Board: Present

Commissioner of Public Works: Present

Report of Officials:

Motion to accept all items on the February 15, 2023, Board of Acquisition and Contract Agenda: Mr. Laramie

Second By: Mr. Fiorini

Ayes: 3

Nays: 0

1. Approval of an Agreement between Oneida County and West Publishing Corporation for a software tool called CLEAR PROFLEX. CLEAR software assists the Public Defender's Office in its daily operations to locate persons involved in cases assigned to their office as well as a search tool for information on their clients. West Publishing Corporation has been designated a Sole Source by the purchasing director. The total cost of this agreement is \$12,761.28 for a 36-month term. Upon recommendation of Peter Rayhill and Al Barbato.
2. Approval of an Agreement between Oneida County and Utica Safe Schools/Healthy Students Partnership Inc. dba Safe Schools Mohawk Valley. Safe Schools Mohawk Valley will provide an Initial Response Team in the Utica School District for children who are at risk of out-of-home placement. The term of the agreement begins on July 1, 2022 and ends on October 31, 2022. The maximum cost of this agreement is \$37,479.33 with a local cost of \$10,186.88. Upon recommendation of Michael Romano and Al Barbato.
3. Approval of amendment to professional services agreement between Oneida County and SNUG Information Technology Inc. (Contract No. 6786). SNUG provides software utilities for enabling ASP.Net and Business Information Services integration to the Finance Department. This amendment would increase the current billing rate from \$100.00 per hour to \$120.00 per hour. Terms and conditions of the existing agreement remain the same. Upon recommendation of Anthony Carvelli and Al Barbato.

4. Approval of Amendment No. 1 to a professional service agreement with C & S Engineers (Contract #164974) for mechanical improvements at various County facilities. The Oneida County Health Department secured grant that includes funds to install an emergency power generator at 301. W. Dominick St., Rome. Grant funds will cover the cost of design and construction. In addition, current contract expired on December 31, 2022. Amendment No. 1 will provide additional compensation in the amount of \$30,175.00 (100% grant funds) which increases the total amount of the agreement from \$72,758.00 to \$102,933.00 and extend the contract completion date to December 31, 2023. Upon recommendation of Nicholas DiGennaro, P.E., CFM.
H-609
5. Approval of an agreement to amend and extend a contract between Oneida County and Kraus Associates, Inc. D/B/A AK Associates, Inc. (Original Contract No. 22502). This amendment is to provide for Kraus Associates to provide the Emergency Services Department with their Eventide Call Recording System. The original contract provided for up to four (4) one-year extensions, and this would be the fifth additional one-year extension. The additional cost of this extension is \$9,826.83. The term of the extension will run from January 1, 2023, and will end on December 31, 2023. Upon recommendation of Edward Stevens and Al Barbato.
6. Approval of an Extension of an Agreement for Professional Services between Oneida County and Quick Solutions, Inc. Quick Solutions Inc., provides the County Clerk's Office with a document management system for property information, civil court filings and all other records. The current term agreement ends on February 28, 2023, this extension will establish a contract extension from March 1, 2023 until April 30, 2023 with a cost of \$28,400.00. All other terms and conditions remain unchanged. Upon recommendation of Peter Rayhill County Attorney.
7. Approval of an Agreement between Oneida County Health Department and Barbara Pellegrino for professional consulting services for the departments Special Children Services Program. Ms. Pellegrino will act as an independent contractor and provide services including, but not limited to, consultation services to assist and support the program by developing action plans to assist in program recovery and monitor plan performance. The cost of this agreement is an hourly rate of \$57.00, not exceed \$50,000.00 for the one-year term. The term of this agreement is from March 1, 2023 through February 29, 2024. Upon recommendation of Daniel Gilmore and Al Barbato.
8. Approval of an Agreement between Oneida County and Motorola Solutions, Inc. (Contract #24676) for the provision of post-warranty service and maintenance of Motorola portable radios and related equipment. Motorola Solutions, Inc. has been designated a Sole Source by the purchasing director. The total cost of this agreement is \$24,641.40. The term of this agreement begins on December 1, 2022 and ends on November 30, 2023. Upon recommendation of Edward Stevens and Al Barbato.

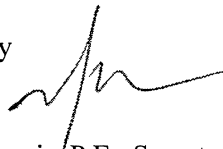
9. Approval of an Extension of an Agreement for Professional Services between Oneida County Self-Insurance Plan and NCA Comp. Inc. (Contact #35703). The current term agreement ends on March 14, 2023, this extension will establish a contract extension from March 15, 2023 until March 14, 2024 with a cost of \$189,000.00. All other terms and conditions remain unchanged. Upon recommendation of Dennis Brenon and Al Barbato.

10. Approval of a Professional Services Agreement between Oneida County, through its Department of Emergency Services, and Pictometry International Corp., d/b/a EagleView (“EagleView”) to provide aerial pictometry of Oneida County and to obtain licensed access to EagleView’s proprietary pictometry software and portals. The contract with EagleView will be for a total price of \$466,542.80, paid over a term of six years beginning upon contract execution, for an annual cost of \$77,757.13. The Oneida County Purchasing Department has determined that Pictometry International Corp., d/b/a EagleView Company has met the qualifications to be deemed a sole source. Upon recommendation of Edward Stevens an Al Barbato.

Motion to Adjourn:

Second By:

Submitted by



Mark E. Laramie, P.E., Secretary
Board of Acquisition and Contract

**ONEIDA COUNTY SELF-INSURANCE PLAN AND NCA COMP, INC.
CONTRACT EXTENSION AGREEMENT**

THIS CONTRACT EXTENSION AGREEMENT, is made by and between the Oneida County Self-Insurance Plan, a county self-insurance plan duly created by Article V of the New York State Workers' Compensation Law, with its principle offices located at 800 Park Avenue, Utica, New York, 13501 ("the Client"), and NCA Comp, Inc., a domestic corporation organized and existing under the laws of the State of New York, having its principle office located at 14 Lafayette Square, Suite 700, Buffalo, New York, 14203 ("the Service Representative").

WITNESSETH

WHEREAS, the Parties previously entered into a three-year agreement, effective March 15, 2018 through March 14, 2021 (Contract No. 35703) ("the Contract"), as well as two consecutive one-year extensions, effective March 15, 2021 through March 14, 2023, pursuant to which the Service Representative provides third-party claim administration of the Client's self-insurance plan; and

WHEREAS, the Parties desire to extend the Contract for a sixth year, i.e., from March 15, 2023 through March 14, 2024;

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

1. **Term:** The term of the Contract shall be extended to run for one additional one-year period, from March 15, 2023 through March 14, 2024;
2. **Payment:** The cost to the Client for this extension shall be \$189,000.00; and
3. **Other Terms:** All other terms and conditions of the Contract shall remain the same and are in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties, by their authorized representatives, have caused this Agreement to be executed.

ONEIDA COUNTY SELF-INSURANCE PLAN

By: Norman Leach
Title: Chairperson, Workers' Compensation Committee
Date:

NCA COMP, INC.



By: Erin G. Jordan
Title: Chief Executive Officer
Date: 2/28/23

APPROVED

Christopher J. Kalil
Assistant County Attorney

SCHEDULE B

The purpose of this Schedule B is to outline the procedures, safeguards and requirements with respect to the payment of claims by NCA Comp, Inc. ("NCA Comp") on behalf of the County of Oneida, by and through its Self-Insured Workers' Compensation Plan (collectively, the "County").

1. NCA Comp will establish a zero-balance settlement account its company name at M&T Bank that will be used exclusively for disbursement to claimants entitled thereto pursuant to this Schedule B. The account will be owned by NCA Comp, but shall be identified as being an account for the County. NCA Comp will pay all fees, charges and maintenance costs for this account, including, but not limited to, check fees, transaction fees, ACH or other transfer fees and stop payment charges.
2. On Tuesday of each week, NCA Comp shall forward a list of all payments to be made on behalf of the County. This list shall be forwarded to the County's Workers' Compensation Director.
3. Preferably on Wednesday of each week, but no later than 12:00 p.m. the following Thursday the County's Workers' Compensation Director shall review and audit the list of payments, and shall verify that they are correct. Following such audit and verification, the list shall be forwarded by the Workers' Compensation Director to the individuals designated by the Finance Department and the Comptroller's Office.
4. Upon receipt of the audited and verified list, the Finance Department shall arrange for a transfer, by the following Monday, to the settlement account established by NCA Comp, in the amount indicated. This transfer shall be made via ACH, wire or similar means. No deposit of any monies due and/or belonging to the County outside the intended purposes herein, i.e., monies pertaining to the disbursement to claimants entitled thereto, that inadvertently or otherwise may come into the possession of or under the purview of the NCA Comp., shall be deposited or directed for deposit by the NCA Comp to the settlement account, or any non-County owned account, and such monies shall be forwarded to the County immediately.

5. Once the funds have been received in the settlement account, NCA Comp shall send e-mail confirmation back to the aforementioned designated individuals in the County Finance Department that the payment has been received in the settlement account. (If receipt of funds in the settlement account has not been confirmed by NCA Comp for any approved transfer, NCA Comp will call the Commissioner of Finance immediately at (315) 798-5750.) After sending e-mail confirmation of the aforementioned receipt of a previously requested transfer, NCA Comp shall then make all payments required, either by printing and mailing checks, or by making direct deposit or other electronic payments, as requested by the individual claimants.
6. With respect to Section 32 or Notice of Decision (“NOD”) payments that fall outside of the regular schedule outlined above, the same procedures shall be followed as above, with the understanding that both NCA Comp and the County shall work to arrange for the Section 32 or NOD payment to be made as soon as is practicable.
7. Any funds transferred by the County in satisfaction of a claim that remain unpaid after ninety (90) days, whether “stale” payments, void payments, stop payments, etc., shall be returned to the County, along with any other funds remaining unpaid for any other reason in the settlement account, after ninety (90) days.
8. NCA Comp shall add the County as an additional insured and joint loss payee to their commercial crime insurance policy to provide additional coverage with respect to the settlement account it has established for the County, and to guarantee the full payment of all claims and refunds to the County in the event of malfeasance, misfeasance or other wrongdoing.
9. Should NCA Comp ever file a voluntary petition in bankruptcy court, or should NCA Comp be the subject of an involuntary petition in bankruptcy court, or be adjudged as bankrupt or insolvent, or file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute(s), or seek or acquiesce in the appointment of any trustee, receiver or liquidator, both parties acknowledge, affirm and agree that any funds remaining in the Settlement Account, or in transit thereto, shall be immediately refunded to the County prior to NCA Comp taking such actions described above. The parties also acknowledge, agree and affirm that the County shall have first

priority with respect to any funds remaining in the Settlement Account, or in transit thereto, in the event NCA Comp takes any of the actions listed above.

10. Additionally, NCA Comp acknowledges and agrees that it shall be liable to the County for any loss or damage resulting from failure to discharge their duties, or from any improper or incorrect discharge of those duties, and the County expressly reserves all legal rights of set-off.
11. NCA Comp shall provide the County Workers' Compensation Committee with an annual audit, by an independent certified public accountant, which shall include an audit of the settlement account discussed herein, including opinions as to NCA Comp's internal financial, accounting and control procedures, along with a copy of the annual audit report. Copies of said reports shall be forwarded to the Commissioner of Finance and the Comptroller.
12. NCA Comp shall provide a monthly reconciliation report to the County Comptroller, which shall include, at a minimum:
 - a. A copy of NCA Comp's reconciliation of the settlement account;
 - b. A list of outstanding checks/payments and the detail therefore;
 - c. The total number and amount for all checks issued that month;
 - d. The number of checks paid and the dollar amount;
 - e. A detailed list of all checks that are outstanding;
 - f. A copy of NCA Comp's bank statement for the settlement account;
 - g. A complete list of all items voided, stop payments and stale dated items.

**AMENDMENT TO
SELF-INSURED WORKERS' COMPENSATION ADMINISTRATIVE AGREEMENT**

This Amendment to the Self-Insured Workers' Compensation Administrative Agreement (this "Amendment") made on this 20 day of July, 2021, 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 (the "County"), and NCA Comp. Inc., a domestic corporation organized and existing under the laws of the State of New York, and having its principal office located at 14 Lafayette Square, Suite 700, Buffalo, New York (the "Service Representative"), (each, a "Party," and collectively, the "Parties").

WHEREAS, the Parties hereto previously entered into an agreement, on April 3, 2018, whereby the Service Representative would provide Third Party Administrative ("TPA") services to the County to assist in the administration of the County's Self-Insured Workers' Compensation Plan (the "Original Agreement"), a copy of which is annexed hereto as Exhibit A; and

WHEREAS, as a result of recent changes to the New York State Workers' Compensation Law, the County is now required to offer electronic direct deposit as a payment alternative to any of the claimants of the County's self-insurance plan; and

WHEREAS, the use of direct deposit will necessitate some changes to the procedures whereby payments will be handled by the Service Representative pursuant to the Original Agreement; and

WHEREAS, the Parties wish to amend the Original Agreement in order to reflect and clarify these procedural changes;

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

1. A new paragraph 23 will be added to Article II of the Original Agreement that shall read as follows:

To comply fully with all the procedural requirements of Schedule B, attached hereto.

2. A new paragraph 10 will be added to Article IV of the Original Agreement that shall read as follows:

To comply fully with all the procedural requirements of Schedule B, attached hereto.

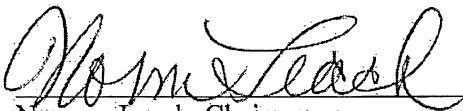
3. A Schedule B will be attached to the Original Agreement, and shall be incorporated into and become a part thereof.

4. All other terms and conditions of the Original Agreement shall remain the same and are in full force and effect.

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

ONEIDA COUNTY:

NCA COMP, INC.:

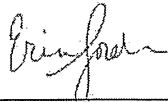


Norman Leach, Chairperson
Workers' Compensation Committee

Date

7/20/21

Approved



Erin G. Jordan
Chief Executive Officer

Date

July 20, 2021



Robert E. Pronteau, Esq.
Assistant County Attorney

SCHEDULE B

The purpose of this Schedule B is to outline the procedures, safeguards and requirements with respect to the payment of claims by NCA Comp, Inc. ("NCA Comp") on behalf of the County of Oneida, by and through its Self-Insured Workers' Compensation Plan (collectively, the "County").

1. NCA Comp will establish a zero-balance settlement account its company name at M&T Bank that will be used exclusively for disbursement to claimants entitled thereto pursuant to this Schedule B. The account will be owned by NCA Comp, but shall be identified as being an account for the County. NCA Comp will pay all fees, charges and maintenance costs for this account, including, but not limited to, check fees, transaction fees, ACH or other transfer fees and stop payment charges.
2. On Tuesday of each week, NCA Comp shall forward a list of all payments to be made on behalf of the County. This list shall be forwarded to the County's Workers' Compensation Director.
3. Preferably on Wednesday of each week, but no later than 12:00 p.m. the following Thursday the County's Workers' Compensation Director shall review and audit the list of payments, and shall verify that they are correct. Following such audit and verification, the list shall be forwarded by the Workers' Compensation Director to the individuals designated by the Finance Department and the Comptroller's Office.
4. Upon receipt of the audited and verified list, the Finance Department shall arrange for a transfer, by the following Monday, to the settlement account established by NCA Comp, in the amount indicated. This transfer shall be made via ACH, wire or similar means. No deposit of any monies due and/or belonging to the County outside the intended purposes herein, i.e., monies pertaining to the disbursement to claimants entitled thereto, that inadvertently or otherwise may come into the possession of or under the purview of the NCA Comp., shall be deposited or directed for deposit by the NCA Comp to the settlement account, or any non-County owned account, and such monies shall be forwarded to the County immediately.

5. Once the funds have been received in the settlement account, NCA Comp shall send e-mail confirmation back to the aforementioned designated individuals in the County Finance Department that the payment has been received in the settlement account. (If receipt of funds in the settlement account has not been confirmed by NCA Comp for any approved transfer, NCA Comp will call the Commissioner of Finance immediately at (315) 798-5750.) After sending e-mail confirmation of the aforementioned receipt of a previously requested transfer, NCA Comp shall then make all payments required, either by printing and mailing checks, or by making direct deposit or other electronic payments, as requested by the individual claimants.
6. With respect to Section 32 or Notice of Decision ("NOD") payments that fall outside of the regular schedule outlined above, the same procedures shall be followed as above, with the understanding that both NCA Comp and the County shall work to arrange for the Section 32 or NOD payment to be made as soon as is practicable.
7. Any funds transferred by the County in satisfaction of a claim that remain unpaid after ninety (90) days, whether "stale" payments, void payments, stop payments, etc., shall be returned to the County, along with any other funds remaining unpaid for any other reason in the settlement account, after ninety (90) days.
8. NCA Comp shall add the County as an additional insured and joint loss payee to their commercial crime insurance policy to provide additional coverage with respect to the settlement account it has established for the County, and to guarantee the full payment of all claims and refunds to the County in the event of malfeasance, misfeasance or other wrongdoing.
9. Should NCA Comp ever file a voluntary petition in bankruptcy court, or should NCA Comp be the subject of an involuntary petition in bankruptcy court, or be adjudged as bankrupt or insolvent, or file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute(s), or seek or acquiesce in the appointment of any trustee, receiver or liquidator, both parties acknowledge, affirm and agree that any funds remaining in the Settlement Account, or in transit thereto, shall be immediately refunded to the County prior to NCA Comp taking such actions described above. The parties also acknowledge, agree and affirm that the County shall have first

priority with respect to any funds remaining in the Settlement Account, or in transit thereto, in the event NCA Comp takes any of the actions listed above.

10. Additionally, NCA Comp acknowledges and agrees that it shall be liable to the County for any loss or damage resulting from failure to discharge their duties, or from any improper or incorrect discharge of those duties, and the County expressly reserves all legal rights of set-off.
11. NCA Comp shall provide the County Workers' Compensation Committee with an annual audit, by an independent certified public accountant, which shall include an audit of the settlement account discussed herein, including opinions as to NCA Comp's internal financial, accounting and control procedures, along with a copy of the annual audit report. Copies of said reports shall be forwarded to the Commissioner of Finance and the Comptroller.
12. NCA Comp shall provide a monthly reconciliation report to the County Comptroller, which shall include, at a minimum:
 - a. A copy of NCA Comp's reconciliation of the settlement account;
 - b. A list of outstanding checks/payments and the detail therefore;
 - c. The total number and amount for all checks issued that month;
 - d. The number of checks paid and the dollar amount;
 - e. A detailed list of all checks that are outstanding;
 - f. A copy of NCA Comp's bank statement for the settlement account;
 - g. A complete list of all items voided, stop payments and stale dated items.



Griffiss International Airport

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

ANTHONY J. PICENTE JR.
County Executive

EDWARD A. ARCURI
Commissioner of Aviation

FN 20 23 - 095

February 28, 2023

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

AIRPORT

WAYS & MEANS

Re: NYS Department of Transportation Grant Agreement.

Dear County Executive Picente,

The New York State Department of Transportation has offered Oneida County a grant award for the completion of Capital Projects.

The agreement is for a grant amount of \$26,832,95 and will be used in conjunction with funds received from the Federal Aviation Administration for Airport Improvement Projects.

If you concur with this amendment, please forward to the Board of Legislators for further consideration.

Sincerely,

Edward A. Arcuri
Commissioner of Aviation

EAA/sar

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

Anthony J. Picente, Jr.
County Executive

Date 3-2-23

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	<u> X </u>

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: New York State Department of Transportation
50 Wolf Road
Albany, NY 12232

Title of Activity or Service: Grant Agreement – Capital Projects

Proposed Dates of Operation:

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Grant Agreement from the New York State Department of Transportation for the purpose of Capital Projects

2) Program/Service Objectives and Outcomes:

Capital Projects

3) Program Design and Staffing: N/A

Total Funding Requested: \$26,832.95

Account #:

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources (Federal \$/ State \$/County \$): State: \$26,832.95

O.C. Department Staff Comments:

**AVIATION
CAPITAL PROJECT AGREEMENT**

**Griffiss International Airport
PROJECT NO(S). 2905.52, 2905.53
CONTRACT NO. T041104**

THIS AGREEMENT made this 18th day of July, 2022 by and between the People of the State of New York (hereinafter referred to as "State") acting by and through the Commissioner of Transportation (hereinafter referred to as "Commissioner" and "Department" respectively) with offices at 50 Wolf Rd, Albany, New York 12232, and the County of Oneida (hereinafter referred to as "Grantee") with offices at Rome, New York.

WHEREAS, Article 2 of the Transportation Law authorizes the Commissioner to provide for the accomplishment of airport or aviation projects, and to provide funding to private owners, municipalities and authorities in connection therewith; and

WHEREAS, the Grantee is the sponsor of an airport known as Griffiss International Airport in Oneida County (hereinafter referred to as the "Airport"); and

WHEREAS, the Grantee has made and will make application to the Commissioner for State aid for the accomplishment of airport or aviation projects at the Airport; and

WHEREAS, the Grantee has applied for and will secure available Federal Assistance for the Projects from the Federal Aviation Administration, (hereinafter called "FAA Grant Agreements"); and

WHEREAS, the Projects will be approved by the Commissioner as consistent with sound transportation development policy and planning concepts and eligible for State participation; and

WHEREAS, the Grantee is authorized to enter into this Agreement by resolution, a copy of which is attached hereto and made a part hereof; and

WHEREAS, State funding for said airport or aviation projects has been and will be provided by budget bills duly enacted into law.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the State and the Grantee agree as follows:

Article 1. Purpose of Agreement.

The purpose of this Agreement is to provide for the undertaking of airport or aviation projects (each project hereinafter referred to as the "Project"), the details of which are more fully described in Schedules A-1 and A-2 attached hereto, with State financial assistance to the Grantee in the form of a grant, and to state the terms, conditions, requirements, and

restrictions upon which such State assistance will be provided and the mutual understandings and agreements of the parties as to the manner in which the Project will be undertaken and completed, and the Project facilities and equipment will be used. This grant is established with the Grantee for a period of ten years commencing on the date first above written after this Agreement is approved by the State Comptroller, and terminating ten years therefrom, and shall not be dependent on the official duty continuity of the signatories or their successors. The Agreement may be concluded at any time upon written agreement between the Commissioner and the official representative(s) of the Grantee subject to the written approval of the State Comptroller.

Article 2. Documents Forming the Agreement.

Schedules A-1 and A-2, containing individual project information including project description, cost, funding allocation and schedule, are attached hereto and are hereby made a part of this agreement as if set forth fully herein.

Appendix A, standard clauses for all New York State contracts, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.

Appendix A-1, Supplemental Title VI Provisions (Civil Rights Act)

Appendix B, containing State bidding requirements, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.

Resolution of the Grantee (if applicable) affirming the terms of this Agreement and authorizing the Agreement to be executed.

Article 3. The Project.

The Grantee agrees to complete and provide for the use of project facilities and equipment in accordance with Federal law, rules and the FAA Grant Agreements, and the terms and conditions of this Agreement. The Grantee shall commence and continue operation of the Project upon its completion and shall not discontinue operation or dispose of the Project without the approval of the Commissioner. The Grantee shall also provide for the payment of its share of the cost of the Project.

Article 4. The Grant.

The State share of project costs is fifty percent of the non-Federal costs to complete the Project approved by the Commissioner and procured in part through Federal funding. The maximum amount of the State's share of funding is as set forth in Schedule A. The Grantee agrees to apply for additional Federal assistance which may become available for the Project, subject to such conditions as the Commissioner may require, in order to maximize the amounts of Federal assistance received or to be received for all projects in the State.

Article 5. Use of Project Facilities and Equipment.

- a. On completion of the Project, the Grantee shall commence and continue operation and maintenance of the Project at its own cost and shall not discontinue operation, or dispose of the Project, without the approval of the Commissioner, for the period of time corresponding to the period of useful life for the Project as determined by reference to Section 61 of the State Finance Law.
- b. No part of any Project or Project facility shall be sold, rendered unusable, or otherwise relinquished without obtaining prior written approval of the Commissioner and State Comptroller. If any Project parts or facilities are so sold, other than for their replacement in such service with like facilities or equipment, the State share of the proceeds of such a sale will be returned to the State Comptroller for deposit in the General Fund.
- c. The Grantee will operate and maintain the Airport in full compliance with the terms of the FAA Grant Agreement and all the covenants made by the Grantee to the FAA are deemed made to the State by this Agreement as if fully set forth herein.
- d. All facilities of the Airport developed with State aid and all those usable for the landing and taking off of aircraft, will be available to State Aircraft at all times, without charge.
- e. The Grantee shall submit to the Commissioner, at such time as he may require, such financial statements, operating information and other data as may be deemed necessary by the Commissioner to assure compliance with this Agreement and to prepare his annual report on the scope and results of the Project. The Airport and all Airport records and documents affecting the Airport and deeds, leases, operation and use agreements, and other instruments, will be made available for inspection by any duly authorized representative of the Commissioner upon reasonable request. The Grantee will furnish to the Commissioner upon request, a true copy of any such document.

Article 6. Accomplishment of the Project.

- a. Pursuant to Federal, State and Local Law. In the event that any election, referendum, approval, permit, notice or other proceedings or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume, or carry out any of the provisions of this Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

- b. Funds of the Grantee. The Grantee shall initiate and prosecute to completion all proceedings necessary to enable the Grantee to provide its share of actual total cost of the Project, as provided in Schedule A of this Agreement, on or prior to the time that such funds are needed to meet the Project costs.
- c. Submission of Proceedings, Contracts and Other Documents. The Grantee shall submit to the Commissioner and the State Comptroller such data, reports, records, contract and other documents relating to the Project as the Commissioner and the State Comptroller may require.

Article 7. The Project Budget.

Costs for any new Project approved by the FAA and the Commissioner, and costs incurred for any change that increases the State share set forth in Schedule A or any amendment thereto, will be eligible for State reimbursement under this Agreement only after an amendment is made to the Agreement in writing and approved by the State Comptroller.

Article 8. Accounting Records.

- a. Establishment and Maintenance of Accounting Records. The Grantee shall establish and maintain for the Project, in accordance with requirements established by the Commissioner, and approved by the State Comptroller, separate accounts within its existing accounting system or set up independently, to be known as the project account. The Grantee shall segregate and group project costs so that it can furnish on due notice, cost information in the following cost classifications:
 - i. Purchase price or value of land
 - ii. Incidental costs of land acquisition
 - iii. Costs of contract construction
 - iv. Costs of force account construction
 - v. Engineering costs of plans and designs
 - vi. Engineering costs of supervision and inspection
 - vii. Other administrative costs
 - viii. Costs of equipment acquisition
 - ix. Miscellaneous costs not otherwise included
- b. Funds Received or Made Available for the Project. The Grantee shall record in the project account, as they are received, all grant payments received from the Federal

Government on account of the Project. The Grantee shall also record in the project account such funds as it may allocate for payment of its share of the actual cost of the Project. The Grantee shall advise the Commissioner monthly in writing of the amounts recorded in the project account or at such times as the Commissioner may prescribe. The Commissioner or the State Comptroller may audit the project account at such times as the Commissioner or the State Comptroller may require.

- c. **Costs Incurred for the Project.** The Grantee shall charge to the project account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Commissioner shall not be considered eligible costs. In specific cases, where it is impractical to determine precise costs of certain indirect or service functions, eligible costs will include such allowances for these costs as may be approved by the Commissioner and the State Comptroller. Such approval will be based upon an audit determination that the amounts reimbursed will not exceed actual cost.

- d. **Eligible Costs.** Eligible Project costs consist of any costs involved in accomplishing a project including those of:
 - (1) Making field surveys;
 - (2) Preparing plans and specifications;
 - (3) Accomplishing or procuring the accomplishing of the work;
 - (4) Supervising and inspecting construction work;
 - (5) Acquiring land or an interest therein, or any easement through or other Interest in airspace; and
 - (6) Administrative and other incidental costs incurred specifically in connection with accomplishing project, and that would not have otherwise been incurred.

- e. The costs described in this section, including the value of land, labor, materials and equipment donated or loaned to the Grantee and appropriated to the Project by the Grantee, are eligible for consideration as to their allowability, except for:
 - (1) That part of the cost of acquiring an existing private airport that represents the cost of acquiring passenger automobile parking facilities and buildings to be used as hangars;
 - (2) The cost of materials and supplies owned by the Grantee or furnished from a source of supply owned by the Grantee if:

- (i) Those materials and supplies were used for airport development before the effective date of the grant; or
 - (ii) Those costs are not supported by proper evidence of quantity and value.
 - (3) The cost of nonexpendable machinery, tools, or equipment owned by the Grantee and used under a project by the Grantee's force account, except to the extent of the fair rental value of that machinery, tools, or equipment for the period it is used on the project;
 - (4) The value of any land, including improvements, donated to the sponsor by another public agency; and
 - (5) Any costs incurred in connection with raising funds by the Grantee, including interest and premium charges and administrative expenses involved in conducting bond elections and in the sale of bonds.
- f. To be an eligible project cost, for the purposes of computing the amount of a grant, an item that is paid or incurred must, in the opinion of the Commissioner:
- (1) Have been necessary to accomplish airport development in conformity with the approved plans and specifications for an approved project and with the terms of the grant agreement for the project;
 - (2) Be reasonable in amount;
 - (3) Have been incurred after the effective date of the Grant Agreement, except for those costs incurred to apply for Federal funds; prepare project engineering reports, plans and specifications; to identify, describe and determine value of land acquisition required for the project such as surveys, title searches and abstracts, appraisals and legal fees and to acquire real property; and
 - (4) Be supported by satisfactory evidence.
- g. Documentation of Project Costs. All costs charged to the project account, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the rules and regulations of the Commissioner as approved by the State Comptroller.
- h. Checks, Orders and Vouchers. Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the

office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

- i. Reports. The Grantee shall prepare an interim report at the end of its fiscal year accounting for the expenditures of the funds of the State, the Grantee, any Federal agency, and any other source with respect to the Project.

Article 9. Payments

- a. Payments shall be made to the Grantee upon request to the Commissioner under the following conditions:
 - i. Such request for reimbursement of the State's share of authorized project expenditures shall be made on a regular periodic basis, as approved by the Commissioner. Cumulative payment requests shall in no event exceed the total cumulative amount of State funding approved by the Commissioner.
 - ii. Such request shall be in a form established by the Commissioner, and shall include a certification that Federal reimbursement has been received therefor. The documents supporting such expenditures by the Grantee shall be maintained in a secure manner by the Grantee at its headquarters or at such other place as shall be readily accessible to the Commissioner and the State Comptroller for purposes of auditing project costs and expenditures. All such accounting records shall be retained by the Grantee until six (6) years after final payment is made hereunder.
 - iii. Subject to the other provisions hereof, applications for payment will be honored by the Commissioner except that the State may elect by notice in writing to withhold any payment if:
 - (1) Misrepresentation. The Grantee shall have made any misrepresentation of a material nature in its application for funds hereunder, or any supplement thereto or amendment thereof, or in or with respect to any document data furnished to the Commissioner or other State official in connection with a Project under this Agreement;
 - (2) Litigation. There is then pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or

payments to the Project;

- (3) Concurrence by State. The Grantee shall have taken any action pertaining to the Project which under the established procedures require the prior approval of the Commissioner or shall have made related expenditures or incurred related obligations without the approval of the Commissioner;
- (4) Conflict of Interest. There has been in connection with the Project any violation of the conflict of interest rule, regulation, ordinance or statute applicable to the Grantee, its officers, members, or employees; or
- (5) Default. The Grantee shall be in default under any of the provisions of this Agreement.

- b. In no event shall the making by the State of any payment pursuant to this Agreement constitute or be construed as a waiver by the State of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of any such payment by the State while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the State in respect of such breach or default.

Article 10. Termination of Suspension of State's Obligation.

- a. Termination or Suspension Generally. If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in paragraphs (1) to (5), inclusive, of Article 9 a.iii. hereof, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible or illegal, the Commissioner may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commissioner may terminate any or all of its obligations under this Agreement.
- b. Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination notice under this Section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following:
 - i. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other actions as may be required or desirable to keep a minimum State costs.
 - ii. Furnish a statement of the status of the Project activities and of the project account as well as a proposed schedule, plan and budget for terminating or suspending the closing out project activities and contracts, and other

undertakings the cost of which are otherwise includable as project costs;
and

- iii. Provide to the Commissioner an estimate of the State's share of the costs arising from the termination, suspension, or closing out of such activities, contracts, and other undertakings. The closing out shall be carried out in conformity with the latest schedule, and budget approved by the Commissioner upon the basis of terms and conditions imposed by the Commissioner upon the failure of the Grantee to furnish the schedule, plan and budget within a reasonable time. The acceptance of a remittance by the State of any or all Project Funds previously received by the Grantee or the closing out of State financial participation in the Project shall not constitute a waiver of any claim which the State may otherwise have arising out of this Agreement.

Article 11. Audit Disallowances.

Costs claimed or previously reimbursed that cannot be supported as outlined herein are subject to audit disallowance by the Commissioner, the State Comptroller, the FAA, and/or the Officer of the Inspector General of the U.S. Department of Transportation. Amounts paid to the Grantee that are subsequently disallowed are subject to recovery by the Commissioner, or at the option of the State, will be offset or reduced against current or future reimbursement claims on the same or other projects.

Article 12. Audit and Inspection.

The Grantee shall permit, and shall require its contractors to permit the Commissioner's and the State Comptroller's authorized representatives to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant construction, equipment, data and records; and to audit the books, records and accounts of the Grantee pertaining to the Grant and the development of the Project.

Article 13. Manner of Performing Work.

The work constituting the Project may be performed by the employment of the forces and the use of the equipment of the Grantee as authorized by the Commissioner or by contract let pursuant to bidding procedures, more particularly referred to in Appendix B hereof.

Article 14. Executory Clause.

The Grantee agrees that this Agreement shall be deemed executor only to the extent of the monies available, and no liability shall be incurred by the State beyond the monies available

for the purpose.

Article 15. E-Mail Provision Notice.

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - (a) via 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.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

State of New York Department of Transportation

Name: Keely Bannister
Title: Intermodal Transportation Specialist 2
Address: NYSDOT Aviation Bureau
50 Wolf Road P.O.D. 5-4
Albany, NY 12232
Telephone Number: 518-485-5008
Facsimile Number: 518-457-9779
E-Mail Address: keely.bannister@dot.ny.gov

[Contractor Name]

Name: Mr. Edward Arcuri
Title: Commissioner of Aviation
Address: 660 Hangar Rd, Suite 223, Rome, NY 13441
Telephone Number: (315) 736-4171
Facsimile Number:
E-Mail Address: earcuri@ocgov.net

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

3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Article 16. Contract Payments.

Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and

supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index/htm, by e-mail at epunit@osc.state.ny.us or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Contract: T041104
Grantee: County of Oneida
Facility: GRIFFISS INTERNATIONAL



Schedule A-1

PIN	Project Description	Estimated Total Cost	Federal Share	Local Share	State Share
2905.52	Reconstruct existing Taxiway A pavement including taxiway connectors; Reconstruct the existing Taxiway A edge lighting system; Reconstruct 16 of the existing airfield guidance signs - Design	\$357,000.00	\$321,300.00	\$17,850.00	\$17,850.00

Maximum State Share Payable* \$20,527.50

* The State share payable under this Agreement is 50% of the non-federal share of eligible costs. In accordance with the separate federal grant referenced herein, the federal share shown above may be increased administratively, upon request of the grantee based on increases in eligible costs, to a maximum of 15%. If and when the federal share increases, the State share shall be increased proportionately, without further amendment to this Agreement, up to the maximum amount shown above.

Contract: T041104
Grantee: County of Oneida
Facility: GRIFFISS INTERNATIONAL



Schedule A-2

PIN	Project Description	Estimated Total Cost	Federal Share	Local Share	State Share
2905.53	Perform On and Off Airport Tree Obstruction Removal from existing Runway 15/33 Approach/Departure Paths - Design	\$109,660.00	\$98,694.00	\$5,483.00	\$5,483.00

Maximum State Share Payable* \$6,305.45

* The State share payable under this Agreement is 50% of the non-federal share of eligible costs. In accordance with the separate federal grant referenced herein, the federal share shown above may be increased administratively, upon request of the grantee based on increases in eligible costs, to a maximum of 15%. If and when the federal share increases, the State share shall be increased proportionately, without further amendment to this Agreement, up to the maximum amount shown above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date hereinabove set forth.

Department of Transportation 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.”

THE PEOPLE OF THE STATE OF NEW YORK

GRANTEE

By: _____
Commissioner of Transportation

By: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM:

APPROVED:

By: _____
New York State Attorney General

By: _____
For the New York State
Comptroller pursuant to Section
112 of the State Finance Law

DATE: _____

DATE: _____

STATE OF NEW YORK)
)s.:
COUNTY OF)

On the ____ day of _____, 20 __, before me personally came _____, to me know and known to me to be the _____ of the _____, the same person described in and who executed the foregoing instrument; that she/he is authorized to execute the foregoing instrument on behalf of the _____ pursuant to and as provided by statute.

Notary Public

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.

State Environmental Quality Review

In accordance with the rules, regulations, and procedures adopted by

County of Oneida

(or 6NYCRR Part 617 where the Municipal Corporation has not adopted such rules, regulations, and procedures) pursuant to the intent of the State Environmental Quality Review Act, the project described below is classified as a:

CHECK ONE

- Type I Action - with possible significant effect (NEPA or SEQR DEIS, FEIS, and SEQR Record of Decision have been prepared).
- Type I Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
- Unlisted Action - with possible significant effect (NEPA or SEQR DEIS, FEIS, and SEQR Record of Decision have been prepared).
- Unlisted Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
- Type II Action
- Ministerial Act
- Exempt Act

PROJECT DESCRIPTION

Reconstruct existing Taxiway A pavement including taxiway connectors. Reconstruct the existing Taxiway A edge lighting system. Reconstruct 16 of the existing airfield guidance signs - Design.

Authorized Signature

Title

Date

State Environmental Quality Review

In accordance with the rules, regulations, and procedures adopted by

County of Oneida

(or 6NYCRR Part 617 where the Municipal Corporation has not adopted such rules, regulations, and procedures) pursuant to the intent of the State Environmental Quality Review Act, the project described below is classified as a:

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- Unlisted Action - with possible significant effect (NEPA or SEQR DEIS, FEIS, and SEQR Record of Decision have been prepared).
- Unlisted Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
- Type II Action
- Ministerial Act
- Exempt Act

PROJECT DESCRIPTION

Perform On and Off Airport Tree Obstruction Removal from existing Runway 15/33 Approach/Departure Paths - Design

Authorized Signature

Title

Date

Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

ONEIDA COUNTY
DEPARTMENT OF PERSONNEL

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

FN 20 23 - 096

March 7, 2023

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

HEALTH & HUMAN SERVICES
WAYS & MEANS

Re: Request to Reallocate Titles in the Public Health Clinic

Dear County Executive Picente:

As you know, the Board recently ratified a new collective bargaining agreement with CSEA that covers Registered Professional Nurses and Public Health Nurses. At your direction, that negotiation resulted in salary increases for those titles. As a result of those salary increases, it is necessary to reallocate the management positions that oversee the nursing titles in the Public Health Clinic to maintain an appropriate salary scheme.

To that end, I am recommending that the title Supervising Public Health Nurse be reallocated from Grade 34M., Step 4, \$59,128 to Grade 36M, Step 4, \$63,467. I further recommend that the title Assistant Director of Clinic Services be reallocated from Grade 35M, Step 4, \$61,274 to Grade 37M, Step 4, \$65,764. Last, I recommend that the title Director of Clinic Services be reallocated from Grade 38M, Step 4, \$68,243 to Grade 40M, Step 4, \$73,445.

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

Respectfully submitted,

Amanda L. Cortese-Kolasz
Commissioner of Personnel

cc: County Attorney
Budget
Public Health

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

Anthony J. Picente, Jr.
County Executive

Date 3-8-23



ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR
ONEIDA COUNTY EXECUTIVE

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



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

FN 20 23-097

March 2, 2023

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

The Health Department has unused COVID Grant funds that can only be used for increased immunization efforts. I therefore request your Board's approval for the following 2023 budget appropriations to purchase a Mobile Medical Unit and an Immunization Advertising Campaign consisting billboard advertising and advertising on Centro buses and the Centro Hub:

TO:

A4010 4020.495-000	Public Health/COVID-19/Other Expenses.....	\$30,000.00
A4010 4020.251-000	Public Health/COVID-19/Auto Equipment.....	\$270,000.00

The above appropriations will be supported by revenue increase:

TO:

A4010 4020.4489	Federal Aid Public Health.....	\$300,000.00
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Respectfully Submitted,

Daniel W. Gilmore
Daniel W. Gilmore, Ph.D., MPH
Public Health Director

CC: County Attorney
Comptroller
Budget Director
Director of Purchasing

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

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

Date 3-6-23

Anthony J. Picente, Jr.
County Executive



Colleen Fahy-Box
Commissioner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

Commissioner's Office

COUNTY OFFICE BUILDING ~ 800 PARK AVENUE ~ UTICA, NY 13501

PHONE: 315-798-5733 ~ FAX: 315-798-5218

March 10, 2023

FN 20 23-098

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

HEALTH & HUMAN SERVICES

Re: Agreement with YWCA of the Mohawk Valley (contract 168275) **WAYS & MEANS**

Dear Mr. Picente:

Enclosed for your review and approval is Purchase of Service Agreement between Oneida County through its Department of Family and Community Services' Department of Social Services division and the YWCA of the Mohawk Valley.

This Purchase of Service Agreement provides advocacy services for victims of sexual and/or severe physical abuse. The Advocates receive specialized training in child abuse investigation and court processes and offer child victims and their non-offending family members support throughout the entire process. This support encourages families to be cooperative with law enforcement and service providers which promotes better outcomes for the victim and the community.

This agreement allows the Department to increase Advocate staffing should it identify the need. The cost of this Agreement will not exceed \$1,088,262.00 from April 1, 2022, through March 31, 2027. The local cost to support this effort is 27.18% or \$295,789.61. This contract was awarded through the Request for Proposal (RFP) process.

I am respectfully requesting the approval of this agreement between Oneida County and the YWCA of the Mohawk Valley. If you approve, please forward to the Board of Legislators for consideration at their next meeting. Thank you for your consideration.

Sincerely,


Colleen Fahy-Box
Commissioner

CFB/vlc
enc.

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


Anthony J. Picente, Jr.
County Executive

Date 3-14-23

17903

Oneida Co. Department Social Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP X

**Oneida County Board of
Legislators Summary**

Name of Proposing Organization: YWCA of the Mohawk Valley
1000 Cornelia Street
Utica, New York 13502

Title of Activity or Services: Advocacy Services to provide advocacy and guidance for Child Sexual Abuse victims or alleged victims and their families.

Proposed Dates of Operation: April 1, 2022 through March 31, 2027

Client Population/Number to be Served: Children and their families who are alleged victims of Child Sexual Abuse

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Agreement is to assist child victims and their non-offending family members in moving forward in their lives following child sexual abuse and/or severe physical abuse. The Contractor will provide child victims and their non-offending family members with supportive services in a compassionate and understanding manner to reduce the trauma associated with significant victimization and to support the child and family to heal and move forward in a positive direction.

The Children who have been sexually abused and/or severely physically abused need to feel safe. The Child Abuse Advocates will accompany the children and their non-offending family members throughout all processes of this disclosure including medical interview, exam, law enforcement, and judicial proceedings. The role of the advocate is supportive, informative, and continuous. The Advocates are also active members of the Child Advocacy Center multidisciplinary team.

2). Program/Service Objectives and Outcomes

Outcome: Assist child victims and non-offending family members in dealing with victimization in the most positive and healing manner possible to minimize trauma associated with child sexual and/or severe physical abuse.

Performance: Victim advocates will be present at initial interviews, medical interviews and examinations, law enforcement and judicial proceedings, or other such meetings to support the victims, facilitate future disclosures and promote a coordinated response to serious abuse cases by

the CAC team. The advocates will provide 24-hour crisis intervention as well as maintain regular contact with the victim and/or family. These services will be offered in a manner that reflects cultural competence and family focused planning.

3). Program Design and Staffing Level – Two full-time Child Sexual Abuse Advocates. Full case coverage will be provided. Two additional full-time Child Sexual Abuse Advocates are available should the Department identify the need.

Total Funding Requested:	<u>2022-2027 (2 Advocates)</u>	<u>2022-2027 (2 Additional Advocates)</u>
	\$596,706.00	\$491,556.00

The total cost of services (including any options elected by the County) provided under this Agreement shall not exceed \$ 1,088,262.00 for the duration of this Agreement.

Oneida County Dept. Funding Recommendation: Account #: A6011.49537

Mandated or Non-mandated Service: Mandated

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

Federal	38.39 %	= \$ 417,783.78
State	34.43 %	= \$ 374,688.61
Local	27.18 %	= \$295,789.61

Cost Per Client Served:

Past performance Served: This service was awarded in the Request for Proposal process. The YWCA of the Mohawk Valley was the only responder.

O.C. Department Staff Comments: The Department is satisfied with this contractor.

AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501 through its Department of Family and Community Services, Department of Social Services (hereinafter referred to as the “Department;” the Department and Oneida County shall collectively be called the “County”), and the YWCA of the Mohawk Valley, a domestic not-for profit corporation organized and existing pursuant to the laws of the State of New York and having its principal offices at 7 Rutger Park, Utica, New York 13501 (hereinafter referred to as the “Contractor”). All parties to the Agreement shall collectively be known as the “Parties.”

WHEREAS, the Department has the need to provide advocacy and guidance for child victims of sexual or severe physical abuse and their non-offending family members within Oneida County; and

WHEREAS, the Contractor has the knowledge, skill, and expertise to provide the needed services to the Department; and

WHEREAS, the County has determined that the amount of funds to be paid to the Contractor is fair and reasonable to provide such services; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. TERM AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall be from April 1, 2022 through March 31, 2027.
2. The option to renew this Agreement is at the sole discretion of the Department and notice to the Contractor shall be provided prior to the end of the term of this Agreement. The Parties understand and agree that they shall not be obligated to extend or renew the terms of this agreement.
3. The County may terminate this Agreement upon thirty (30) days written notice to the Contractor for any reason, or immediately for cause, upon written notice to the Contractor.

B. SCOPE OF SERVICES

1. The purpose of this Agreement is to assist child victims and their non-offending family members (hereinafter collectively, the “Victims”) to move forward in their lives following child sexual abuse and/or severe physical abuse.

2. The Contractor shall provide two (2) Child Sexual Abuse Victim Advocates (collectively, the “Advocates”) to work with the Victims. Two (2) additional Child Sexual Abuse Victim Advocates are available should the Department identify the need.
3. The Advocates shall be trained sexual violence advocates, specifically, family advocates and certified as such by the New York State Department of Health.
4. The Advocates shall provide the Victims with supportive services in a compassionate and understanding manner, which shall enable the Victims to begin healing from the trauma of child sexual abuse and/or severe physical abuse.
5. The Contractor shall develop and promote a coordinated response to child sexual abuse and/or severe physical abuse, facilitate future disclosures and collaborate efforts with other Child Advocacy Center (CAC) team members, including law enforcement, child protective workers, medical personnel, and mental health providers.
6. The Contractor shall provide staffing as follows:
 - a. The Contractor shall ensure that the Advocates assigned to perform services under this Agreement have earned a two-year degree in the subject of psychology, human development, childhood development, social work, human services, sociology, or a related field.
 - b. The Contractor shall ensure that the Advocates assigned to perform services under this Agreement possess a valid driver’s license.
7. The Contractor shall ensure that services under this Agreement are available twenty-four (24) hours per day, seven (7) days per week, as follows:
 - a. The Contractor shall ensure that at all times during the regular business hours of the CAC, at least two (2) Advocates are working on-site at the CAC.
 - b. The Contractor shall ensure that Advocates are available on an “on-call” basis to respond as needed after regular business hours of the CAC. “On-call” shall be defined as a minimum of one (1) Advocate that is available to respond on-site to the location where they are needed should a case be received after the regular business hours of the CAC, or during any other non-traditional hour.
8. Services to be provided by the Contractor, both during regular business hours of the CAC and on-call, shall include, but not be limited to:
 - a. Respond to the Victims at the initial reporting of alleged child sexual abuse and/or severe physical abuse.

severe physical abuse.

- b. Provide crisis intervention; advocacy and accompaniment; and information and referrals to the Victims throughout the initial interview and investigation process.
- c. Provide the Victims with supportive information regarding the law enforcement, investigation, and court proceedings medical services and all other proceedings pertaining to the allegation of child sexual abuse/severe physical abuse.
- d. Schedule on-site forensic medical exams for the Victims and accompany them to said exams.
- e. Schedule initial on-site counseling appointments with CAC mental health subcontractors for the Victims as needed.
- f. Provide advocacy, accompaniment, and support, during the initial disclosure, interview and forensic medical exam to the Victims as needed.
- g. Provide follow-up services with the Victims as required by each case circumstance, including, but not limited to, monthly home visits and weekly phone contact.
- h. Participate in CAC meetings, case reviews, case planning discussion and training as required to fulfill the obligations of this Agreement.
- i. Provide progress notes detailing pertinent case related contacts and information;
- j. The Advocates shall be supervised by the Contractor's supervisory staff, with basic oversight by the CAC to the extent it is necessary to ensure adequate coverage and provision of services.
- k. The Advocates shall make contact with the Victims independent of medical exams, court appearances, interviews and counseling sessions as directed by CAC staff. The Advocates shall have contact with the Victims in their home at least once per month for the duration of the open case. In addition, the Advocates shall have weekly phone contact with the Victims for the duration of the open case.
- l. The Advocates shall keep the child protective caseworker and law enforcement investigator assigned to the case informed of case developments.
- m. The Contractor shall make every effort to ensure continuity of services between the Victims and the assigned Advocates. This shall mean that the Contractor shall ensure that the same Advocate provides service to the Victims from case initiation to case conclusion to promote a stable and trusting relationship between the Advocate

and the Victims and minimize further trauma.

- n. The Contractor shall comply with all laws, regulations, and Department procedures, including, but not limited to all standards for Child Sexual Abuse Victim Advocacy services prescribed by federal, state, and local law.
- o. The Advocates shall build an effective relationship by establishing trust, empowering the Victims, encouraging candor, and providing clear, honest, supportive and accurate information.
- p. The Advocates shall act as the voice for the Victims until he or she can speak for himself or herself.
- q. The Advocates shall respect the rights of the Victims.
- r. The Advocates shall provide support, coaching and direction through home visits and telephone calls.
- s. The Advocates shall provide referrals, facilitate access and coordinate services for the Victims.
- t. The Advocates shall obtain language translation or interpretation services when needed.
- u. The Advocates shall assist the Victims in advocating for themselves to strengthen and reclaim control.
- v. The Advocates shall share and help the Victims to recognize hope, positive experiences and to identify and build on strengths.

C. PERFORMANCE OF SERVICES

- 1. The Contractor represents that the Contractor has the qualifications, the specialized skill(s), the experience, and the ability to properly perform the services. The Contractor shall use its best efforts to perform the services such that the results are satisfactory to the County and the Department. The Contractor shall be solely responsible for determining the method, details and means of performing the services, except where federal, state, or local laws and regulations impose specific requirements on performance of the same.
- 2. The Contractor may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the

Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the County, and in compliance with all applicable federal, state, or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.

3. The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.
4. The County maintains the right to contract with other individuals or entities to perform the same services.
5. The Advocates assigned to the CAC shall submit to a fingerprint check and a State Central Registry/Connections check, the cost of which shall be paid by the County.
6. The CAC shall hold meetings with the Contractor as needed upon the reasonable request of either party to discuss systems, program issues, or other topics of concern to either party.
7. The Contractor shall be responsible for any disciplinary issues relative to Contractor's staff assigned to perform services under this Agreement.
8. The Department shall be notified as soon as possible and made aware when an Advocate submits a leave request such as vacation or medical leave, or upon termination of employment, and will be provided information as to who will be replacing said Advocate during any extended absences.
9. The Contractor shall ensure that an Advocate's position is not vacant for more than two (2) weeks at any time.
10. The Commissioner of Social Services may request the replacement of an Advocate should she deem such action is necessary, however, the final decision regarding staffing under this Agreement shall remain with the Contractor.
11. The Contractor shall provide any training to CAC staff members or other County employees as deemed necessary by the Department.
12. The Department shall refer appropriate Victims to the Contractor's services in a timely manner.

D. NO SUBCONTRACT

1. The Contractor shall not subcontract any part of this Agreement to another agency without

prior written approval from the County.

2. The terms and conditions of any subcontract must be approved by the County.

E. MEASUREMENTS AND OUTCOMES

1. Outcome: Assist Victims in dealing with victimization in the most positive and healing manner possible, to minimize trauma associated with child sexual and/or severe physical abuse.
2. Performance: The Advocates shall be present at initial interviews, medical interviews and examinations, law enforcement and judicial proceedings, or other such meetings to support the Victims, facilitate future disclosures and promote a coordinated response by the CAC team in serious abuse cases. In their role, the Advocates shall provide crisis intervention as well as maintain regular contact with the Victims. These services shall be offered in a manner that reflects cultural competence and family focused planning.
3. Standards of Performance Measurements:
 - a. 100% of the Victims served at the CAC shall be offered the services of an Advocate and referred to an Advocate for follow up.
 - b. The Advocates shall engage 80% of the Victims referred for services.
 - c. 80% of the individuals who receive services from the Advocates shall report satisfaction with the quality and availability of the services provided as measured by a client satisfaction survey given after the first 72 hours of service and at the conclusion of their services.
 - d. The Advocates' services shall be available during hours of operation of the CAC.
 - e. The Advocates shall meet all the specified job requirements noted under Section B: Scope of Services, as measured by the successful completion of all the required case contacts and case activity. Verification of case contacts and case activity shall be required in a manner provided by the Contractor and agreeable to the County. This document shall be maintained and provided to the CAC Coordinator and attached to the monthly voucher.
4. The Advocates shall apply the following best practices to meet the outcomes established by the Department
 - a. Provide compassion and understanding to enable Victims to recover from the trauma of child sexual abuse/severe physical abuse and receive assistance needed to

progress forward with their lives.

- b. Build an effective relationship by:
 - i. Establishing trust;
 - ii. Empowering the Victims;
 - iii. Encouraging candor; and
 - iv. Providing clear, honest, supportive, and accurate information.

- c. Foster additional disclosure by the Victims who might otherwise go without assistance:
 - i. Develop an individual plan with each Victim;
 - ii. Create an environment that allows for healing and recovery for each Victim;
 - iii. Know and understand Victim's rights;
 - iv. Know and understand potential issues associated with survivors of child sexual assault;
 - v. Assist Victims through legal and medical systems;
 - vi. Know and understand potential issues associated with family and or criminal court;
 - vii. Learn and understand the culture of the Victim's family;
 - viii. Demonstrate empathy and resourcefulness;
 - ix. Possess knowledge of and be able to access community resources; and
 - x. Educate the community about the impact of child sexual abuse and severe child abuse and maltreatment.

- d. Develop and promote a more coordinated response through participation with the CAC:
 - i. Respond to all initial reports of alleged child sexual abuse and/or severe physical abuse;
 - ii. Coordinate the response between the medical and legal systems to reduce intrusion, increase disclosure and promote open communication;
 - iii. Actively participate in morning meetings and Multi-Disciplinary Team Meetings as required to fulfill the obligations of this Agreement;
 - iv. Attend training specific to advocacy work in order to provide a foundation for understanding the Advocate's role;
 - v. Cultivate an atmosphere of professionalism through demonstration of skill, knowledge, initiative, effective communication, and accountability.

F. INSURANCE AND INDEMNIFICATION

1. 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.

- 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. Oneida County, and all other parties required by Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Coverage for these additional insureds shall include completed operations.
 - iii. Abuse and molestation coverage must be included.
- b. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - i. Coverage for review of cases and resulting professional assessment.
 - ii. Coverage for abuse and molestation.
- c. Automobile Liability
 - i. Business Auto Liability with limits of at least \$1,000,000 each accident.
 - ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - iii. 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.
- d. Commercial Umbrella
 - i. Umbrella limits must be at least \$5,000,000.

- ii. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 - iii. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
- e. Workers' Compensation and Employer's Liability
- i. Statutory limits apply.
2. Waiver of Subrogation: The Contractor waives all rights against the County and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by CGL, Professional Liability, Automobile Liability, Umbrella Liability or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
 3. Certificates of Insurance: Prior to the start of any work the contractor shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.
 4. Indemnification: The Contractor agrees that it shall defend, indemnify and hold the County harmless 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 negligent performance of services by Contractor and its agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor or failure on the part of the Contractor to comply with any of the covenants, terms or conditions of this Agreement.

G. REIMBURSEMENTS

1. The Department shall reimburse the Contractor for provision of Preventive Services in accordance with state and federal regulations pertaining to reimbursement of Preventive Services.
2. Reimbursement shall be issued upon submission of monthly expenses, as outlined in Contractor Cost proposal attached hereto as Appendix C, upon submission of a County voucher and documentation to support line-item expenses requested reimbursement to allow the County to determine if a fiscal penalty is to be assessed. Total reimbursement is based

on actual expense and shall not exceed the following for each year, this total reflects the cost should the Department need all four (4) advocates in the proposal:

April 1, 2022 through March 31, 2023 not to exceed \$ 206,762
April 1, 2023 through March 31, 2024 not to exceed \$ 212,047
April 1, 2024 through March 31, 2025 not to exceed \$ 217,488
April 1, 2025 through March 31, 2026 not to exceed \$ 223,096
April 1, 2026 through March 31, 2027 not to exceed \$ 228,869

3. The total cost of services provided under this Agreement shall not exceed \$ 1,088,262.00 for the duration of this Agreement to include any options elected by the County.

4. **Fiscal Penalty for failure to meet a Standard of Performance:**

a. Program performance measurements and outcomes shall be monitored monthly, and a fiscal penalty shall be imposed for any unmet Standards of Performance Measurement specified in Section E (3) herein. Standards of Performance Measurements that are not met shall be assessed a penalty equal to a reduction of two percent (2%) of the monthly installment for each Standard of Performance Measurement not met.

5. The Contractor agrees that County will not pay for performance done without this Agreement in place.

H. **REPORTING REQUIREMENTS**

1. The Contractor acknowledges that the County receives grant funding to provide the services under this Agreement, and further acknowledges that pursuant to the terms and conditions of said grant funding, the County is required to make certain reports to New York State.

2. The Contractor agrees to submit the following reports to the Department to ensure the County is able to comply with its reporting requirements to maintain the grant funding to provide the services herein:

a. A Quarterly Program Report, every three (3) months, for the duration of this Agreement.

b. Monthly statistical reports for the prior month of service must be received by the Department no later than the 5th day of every month. The report shall include:

i. The number of Victims served;

ii. The monthly caseload;

- iii. The type(s) of services provided, including the number and types of contacts per case; and
 - iv. Any relevant comments regarding the case and/or services.
3. Reports shall include number of families served each month. Said reports shall also indicate the number of families served who receive Temporary Assistance (TA) and those whose household income is at or below 200% of the Federal Poverty Guideline. For consistent reporting in this section, the number of families reported each month shall not be duplicated. A family that is served more than once per month within the Agreement period shall be counted only once. Additionally, if a family receives services under more than one agreement between the Parties, said family shall be counted once per month for each service received.
 4. The Contractor agrees to prepare and provide all other reports required by the County and state governments pertaining to this Agreement.
 5. The Contractor agrees to provide an Annual Independent Audit.
 6. Reports shall be submitted to the Oneida County Contract Administration Office located at 800 Park Avenue, 4th Floor, Utica, New York 13501.
 7. The liaisons for this Agreement are:
Director of Services - Oneida County Department of Social Services; and
Kari Procopio - YWCA of the Mohawk Valley.

I. INDEPENDENT CONTRACTOR STATUS

1. The Parties agree that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, officers or employees 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.
2. 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 and other entities.

3. The Contractor's Assistants shall not be eligible for compensation from the County due to:
 - a. Illness;
 - b. Absence due to normal vacation; or
 - c. Absence due to attendance at school, special training or a professional convention or meeting.
4. The Contractor acknowledges and agrees that Contractor's Assistants shall not be eligible for any County employee benefits, including retirement membership credits.
5. The Contractor shall be paid pursuant to IRS Form 1099 and shall be solely responsible for applicable taxes for all compensation paid under this Agreement, and for compliance with all applicable labor and employment requirements, 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 Agreement.
6. 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.
7. The Parties agree that if the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its Assistants' Independent Contractor status, both the 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.
8. 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.

J. 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 the terms and provisions of this Agreement.

K. CHOICE OF LAW / VENUE

1. 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.

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

L. ENTIRE AGREEMENT

1. The obligations of the parties hereunder are conditioned upon the continued availability of federal and/or New York State funds for the purposes set forth in this Agreement.
2. The terms of this Agreement, including any attachments, amendments, addenda, or appendices attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.
3. No waiver, alteration, or modification of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

Signatures appear on the next page.

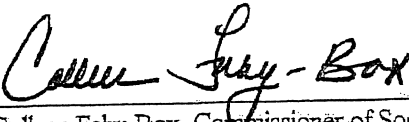
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written below.

Date: _____

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

Approved: _____
Kimberly A. Kolch, Assistant County Attorney

Date: 3/10/23

Oneida County Department of
Family and Community Services: _____

Colleen Fahy-Box, Commissioner of Social Services

Date: 3/9/23

YWCA of the Mohawk Valley: _____

Dianne Stancato, Chief Executive Officer

APPENDIX A
NEW YORK STATE CONDITIONS

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

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may be forfeited, and no sum paid for any work done thereunder on a second conviction for willfully paying less than:
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired

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

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
- (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

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

- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
- (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- * (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued

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

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

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

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

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

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

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

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award, nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

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

APPENDIX B

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

PERSONNEL

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable federal, state and local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

NOTICES

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

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

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

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

OFFICE SERVICES

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - 1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

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

- h. The Contractor warrants that it, its staff and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement, the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

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

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

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

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
 1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
 6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
 7. The Contractor has engaged in any other actions of a similarly serious nature.

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

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

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

- o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement, then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/we_db_exemptions.jsp
- q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

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

REPORTS AND DELIVERABLES

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

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

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

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contact with children in the care or custody of the Department. Any Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

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

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

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

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

- d. All information contained in the Contractor's, or its subcontractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and any of the Contractor's staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this AGREEMENT and shall submit forms to the following address:

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

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or

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

PATENTS AND INVENTIONS

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

TERMINATION

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

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

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

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

CONTRACTOR COMPLIANCE

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

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

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

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

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

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

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

FISCAL SANCTION

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

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

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

ADDITIONAL ASSURANCES

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

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

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

RENEWAL NOTICE TO CONTRACTORS

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

COMPLIANCE WITH LAW

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

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

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

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

contracting to provide services funded by any federal money.

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

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

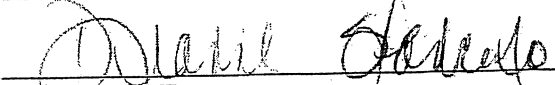
This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT, shall be deemed to exist or to bind any of the parties hereto. No waiver,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

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

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

YWCA of the Mohawk Valley
NAME OF CONTRACTED AGENCY

Dianne Stancato, CEO
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

 3/9/23
SIGNATURE DATE

Appendix C

YWCA of the Mohawk Valley
 Oneida County Child Advocacy Center
 April 1, 2022 - March 31, 2027

<u>Personnel Services</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Advocate 1	\$ 34,729	\$ 35,771	\$ 36,844	\$ 37,950	\$ 39,088
Advocate 2	35,775	36,848	37,953	39,092	40,265
	70,504	72,619	74,797	77,041	79,353
Per diem (weeknights \$30)	7,410	7,410	7,410	7,410	7,410
Per diem (weekend/Holiday \$50)	5,900	5,900	5,900	5,900	5,900
Fringe Benefits @ 25.65% (average)	21,498	22,041	22,599	23,175	23,768
Total Personnel Services	\$ 105,312	\$ 107,970	\$ 110,706	\$ 113,527	\$ 116,431
<u>Non-Personnel</u>					
Conference Fees & Per Diem	4,000	4,000	4,000	4,000	4,000
Travel (staff, conference and client travel)	2,900	2,900	2,900	2,900	2,900
Cell Phone for Advocates	1,152	1,152	1,152	1,152	1,152
Office Supplies	500	500	500	500	500
Total Non-Personnel Services	8,552	8,552	8,552	8,552	8,552
Total Project	\$ 113,864	\$ 116,522	\$ 119,258	\$ 122,079	\$ 124,983
Total Budget-5 year cost	\$596,706				

YWCA of the Mohawk Valley
Oneida County Child Advocacy Center
April 1, 2022 - March 31, 2027

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Personnel	\$ 105,312	\$ 107,970	\$ 110,706	\$ 113,527	\$ 116,431
Non-Personnel	8,552	8,552	8,552	8,552	8,552
Total yearly cost proposal	\$ 113,864	\$ 116,522	\$ 119,258	\$ 122,079	\$ 124,983

YWCA of the Mohawk Valley
Oneida County Child Advocacy Center
April 1, 2022 - March 31, 2027

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Total Cost Proposal	\$ 113,864	\$ 116,522	\$ 119,258	\$ 122,079	\$ 124,983
Payment Monthly (12 months)	\$ 9,488.67	\$ 9,710.14	\$ 9,938.20	\$ 10,173.22	\$ 10,415.22

YWCA of the Mohawk Valley
 Oneida County Child Advocacy Center
 April 1, 2022 - March 31, 2027
 ADDITIONAL ADVOCATE BUDGET*

<u>Personnel Services</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
*Advocate 3	\$ 34,729	\$ 35,771	\$ 36,844	\$ 37,950	\$ 39,088
*Advocate 4	34,729	35,771	36,844	37,950	39,088
	69,458	71,542	73,688	75,900	78,176
Fringe Benefits @ 25.65% (average)	21,498	22,041	22,600	23,175	23,768
Total Personnel Services	\$ 90,956	\$ 93,583	\$ 96,288	\$ 99,075	\$ 101,944
<u>Non-Personnel</u>					
Travel (staff, conference and client trav	2,900	2,900	2,900	2,900	2,900
Cell Phone for Advocates	1,152	1,152	1,152	1,152	1,152
Office Supplies	500	500	500	500	500
Total Non-Personnel Services	1,942	1,942	1,942	1,942	1,942
Total Project	\$ 92,898	\$ 95,525	\$ 98,230	\$ 101,017	\$ 103,886
Total Additional Advocate 5-year cost	\$491,556				

**Oneida County Department of Social Services
Contractor and Contract Staff**

Confidentiality and Non-Disclosure Agreement

I, the undersigned, an employee of YNCA of the Mohawk Valley (the
Name of Contract Agency

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

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

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

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

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

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

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

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

Print Name: Dianne Stancato
Signature: Dianne Stancato
Title: CEO
Date: 3/9/23
Witness: [Signature]

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

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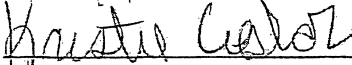
I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: MELISSA TORER

Signature: 

Title: Victim Advocate

Date: 11/1/2023

Witness: 

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Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement**

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Print Name: Kelsi Whipple

Signature: Kelsi Whipple

Title: Advocate

Date: 1/11/23

Witness: Christie Curie

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Contractor and Contract Staff
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Print Name: Dasha Hembals

Signature: Dasha Hembals

Title: Advocate

Date: 11/1/2023

Witness: Harold Gese

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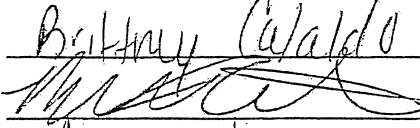
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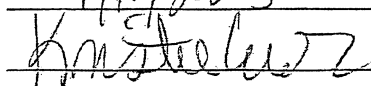
I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: Bethany Cataldo

Signature: 

Title: Therapist

Date: 1/11/2023

Witness: 

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Contractor and Contract Staff
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Print Name: Katherine Asiantain

Signature: Katherine Fountain

Title: Advocate

Date: Jan 11, 2023

Witness: Harold Castro

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:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 11. 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.
 111. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

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

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

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

11. 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 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.

11. 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:

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

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

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

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 11. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 111. 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:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
11. 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;
11. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
111. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- 1v. 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;
- v1. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- v11. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- v111. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

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

- 1x. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
 1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 11. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 111. There is a material change 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 I09 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section I 09-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
 1. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 11. 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:

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

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

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

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

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

Anthony J. Picente, Jr.
County Executive



Colleen Fahy-Box
Commissioner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
COUNTY OFFICE BUILDING ~ 800 PARK AVENUE ~ UTICA, NY 13501
PHONE: 315-798-5260 ~ FAX: 315-793-6044

February 23, 2023

FN 20 23-099

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

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

Oneida County is in receipt of a grant from New York State Office of Children and Family Services in the amount of \$ 230,297.00. These funds will be used to support Day Care Registration. This grant has a contract period of January 1, 2023 through December 31, 2023.

This grant provides funding for the program that will recommend registration/and renewal for those individuals satisfactorily completing a Family Day Care initial/renewal application. The program will provide technical assistance to potential and current providers regarding application and regulations. The program will provide regular scheduled orientation throughout Oneida County and complete an inspection/investigation on registered homes in response to a complaint, request by provider for additional school age children, or for failure to meet training requirements. It will also complete annual random inspections on 50% of existing providers, as well as respond to complaints on non-regulated child care providers. The program includes performance standards for initial registrations, renewal registration, complaint investigations, safety assessments, inspections, on-site registration, and, case management review.

I am available at any time to further discuss this grant should you have any questions.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for acceptance of these grant funds.

Sincerely,

Colleen Fahy-Box

Colleen Fahy-Box
Commissioner

Reviewed and Approved for submission to
Oneida County Board of Legislators by

Anthony J. Picente, Jr.

Anthony J. Picente, Jr.
County Executive

Date 3-2-23

CFB/vlc
attachment

#29203

Oneida Co. DFCS

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators

Contract Summary

Name of Proposing Organization: New York State Office of Children and Family Services
52 Washington Street
Rensselaer, New York 12144

Title of Activity or Services: Day Care Registration

Proposed Dates of Operations: January 1, 2023 through December 31, 2023

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

This grant provides funding for the program that will recommend registration/and renewal for those individuals satisfactorily completing a Family Day Care initial/renewal application.

The program will provide technical assistance to potential and current providers regarding application and regulations. The program will provide regular scheduled orientation throughout Oneida County and complete an inspection /investigation on registered homes in response to a complaint, request by provider for additional school age children, or for failure to meet training requirements. It will also complete annual random inspections on 50% of existing providers as well as respond to complaints on non-regulated child care providers. The program includes performance standards for initial registrations, renewal registration, complaint investigations, safety assessments, inspections, and on-site registration case management review.

2). Program/Service Objectives and Outcomes

- The program objectives include increasing the number of Registered Family Day Care & School Age Day Care homes throughout Oneida County and ensuring through the inspection process that they meet the standards set forth in the NYS Regulations.
- Outcome measurements include performance standards for: initial registrations, renewal registration, complaint investigations, safety assessments, inspections, and on-site registration case and management review.

3). Program Design and Staffing Level -

Total Grant Amount: \$ 230,297.00

Mandated or Non-Mandated – Mandated

Oneida County Dept. Funding Recommendation: A4655 - 100% funds through New York State Office of Children and Family Services

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

Federal	100%
State	0%
County	0%

Cost Per Client Served:

Past performance Served: The Contractor has provided this service since 1992 the Department is a pass through as the contractor has direct State oversight.

O.C. Department Staff Comments:

APPENDIX X

MODIFICATION AGREEMENT

Agency Code: 25000

MOU: 2315

Period: 1/01/2023 to 12/31/2023

Funding Amount for Period \$230,297.00

This MOU is funded with non-Federal funds only

This MOU is funded in whole or in part with Federal funds (see Appendix A3, paragraph 14 for Federal audit information)

OCFS has determined that the Contractor is NOT a sub recipient

OCFS has determined that the Contractor is a sub recipient

The Federal Funds for this contract are from CFDA Number(s): **93-575**

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the Office of Children and Family Services, having its principal office at 52 Washington Street, Rensselaer, New York 12144 (hereinafter referred to as the STATE), and **Oneida County Department of Social Services** (hereinafter referred to as the CONTRACTOR), for modification of MOU 2315, as amended in attached Appendix(ices) **C, C-1, and D.**

All other provisions of said agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE	STATE AGENCY
Contractor: <u>Oneida County Department of Social Services</u>	Office of Children and Family Services
By:	By:
Printed Name:	Printed Name: Sharon Devine
Title:	Title: Deputy Commissioner for Administration
Date:	Date:
	<p><u>State Agency Certification</u></p> <p>"In addition to the acceptance of this mou, I also certify that original copies of this signature page will be attached to all other exact copies of this mou."</p>

MUNICIPAL CORPORATION:

STATE OF NEW YORK

SS.:

County of _____)

On the _____ day of _____, 20____, 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 municipal corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the governing board of said municipal corporation.

_____ (Notary)

My Commission expires: _____

Appendix C-1
Standard Performance Levels
Payment Schedule

CONTRACTOR Name: **Oneida**
CONTRACT Period: **01/01/23 to 12/31/23**

\$57,574.25, per quarter will be paid to the Contractor, for a maximum of four (4) quarters, not to exceed the Maximum Funding Amount for the contract period of **\$230,297.00**, for an acceptable level of compliance for all Quarterly Standard Performance Levels as specified in this Appendix C-1. A quarterly program review will be conducted by the Division of Child Care Services (DCCS), after the end of the applicable quarter, to determine if the Contractor has reached an acceptable level of compliance for the quarter. The determination of whether a Contractor met an acceptable level of compliance for each Quarterly Standard Performance Level will be based on the Contractor's compliance with all applicable timelines, operating procedures and other requirements as set forth in Office regulations and policies and the Child Care Facility System (CCFS) Users' Manual, which are deemed to be incorporated herein by reference.

Payment will be made upon approval by the Office for the number of achieved standard performance levels, as defined in Appendix C-1. If the Office determines that the Contractor has not met the acceptable Quarterly Standard Performance Level for a particular activity during a quarter, the applicable percentage set forth herein for that Quarterly Standard Performance Level will be withheld and the amount paid to the Contractor for the quarter will be reduced accordingly. The Office may completely waive the reduction for a particular unmet Quarterly Standard Performance Level based upon a written request submitted by the Contractor demonstrating that such failure was due to extraordinary or unforeseen circumstances. The Office shall notify the Contractor in writing of the Office's approval of any such waiver request, or shall notify the Contractor of the Office's disapproval of any such waiver request and delineate the reasons for such disapproval.

Quarterly Standard Performance Level – Initial Registrations/Licenses

The Contractor will process initial registration/licensing applications within 90 days of receipt of completed applications, including providing applicants with all appropriate notifications regarding the status of the applications. The acceptable resolution categories are: approved, withdrawn, and referred to enforcement for denial. The Quarterly Standard Performance Level for initial registrations/licenses for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for initial registrations/licenses is not met, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Renewals of Registrations/Licenses

The Contractor will process completed applications for renewals of registrations/licenses, including providing providers with all appropriate notifications regarding the renewal process, prior to the applicable registration/license lapse date or will initiate enforcement action. All renewals of Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care will include a renewal inspection as required by regulation. The Quarterly

Standard Performance Level for renewals of registrations/ licenses for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for renewals of registrations/licenses is not met, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Complaint Investigations

The Contractor will initiate complaint investigations within the required time frames and make determinations on the complaints within 60 days of receipt of the complaint. The Quarterly Standard Performance Level for complaint investigations for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for complaint investigations is not met, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Safety Assessments

The Contractor will conduct safety assessments based on the categories of arrests/convictions and submit the assessments to DCCS within the required time frames. The Quarterly Standard Performance Level for safety assessments for an acceptable level of compliance is 100%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If 100% of the previous quarter's Quarterly Standard Performance Level for safety assessments is not met, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Annual Inspections

The Contractor will conduct one quarter of the required annual inspections for Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care programs and complete all required documentation. The Quarterly Standard Performance Level for annual inspections for an acceptable level of compliance is 100%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If 100% of the Standard Performance Level for Annual Inspections is not met at the completion of the four quarters, 10% of the contract amount will be withheld.

Quarterly Standard Performance Level – Mid-Point Requirements

The Contractor will process completed reviews of mid-point documentation, including providing providers with all appropriate notifications regarding the mid- point requirements. The Contractor will conduct mid-point inspections for Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care programs and complete all required documentation within the required timeframes pursuant to current policy and procedures. The Quarterly Standard Performance Level for mid-point requirements for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the Quarterly Standard Performance Level for mid-point requirements is not met each quarter, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – On-Site Case and Management Review

For on-site case review, the Contractor will provide appropriate registration, licensing, and monitoring activities, maintain appropriate case files and make appropriate entries into CCFS in the time, manner and form required by the Office. The on-site case review will include a review of a sample of case files regarding initial applications, renewal applications, mid-point

requirements, annual inspections, complaint investigations and other investigations chosen in accordance with a consistent sampling framework to determine whether: Office policies, procedures, and regulations are applied accurately; required observations are made during inspections and investigations; all applicable entries are made in case files and/or CCFS; proper notifications are given to providers and parents, where applicable, within the required time frames, including issuance of the final CCFS inspection report within 10 days after the inspection being conducted; each facility has the required comprehensive background check approvals and are entered into CCFS upon receipt; inspections are conducted along with exit interviews with the provider prior to inspector's departure, when appropriate, to verify compliance with any corrective action plans and/or continued regulatory violations; appropriate and timely enforcement referrals are made and appropriate and timely follow-up activities are conducted in accordance with Office policies and directions, including cooperating with the Office's Division of Legal Affairs on enforcement activities and, when determined necessary by the Office, testifying at fair hearings and/or court proceedings and assisting the Office in responding to litigation. The Contractor shall not revise or alter Office policy/procedures or create its own policy/procedure without receiving prior approval in writing from the Office. The Quarterly Standard Performance Level for an acceptable level of compliance for an individual on-site case review is 100% of statutory items and 75% of non-statutory items. The Quarterly Standard Performance Level for an acceptable level of compliance for on-site case review in total is 90%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 90% of the previous quarter's Quarterly Standard Performance Level for on-site case review is not met, 10% of the quarterly contract amount will be withheld.

The management review will include a review of other documentation to determine whether identified registration/licensing staff have: participated in any mandatory training as required by the Office related to the performance of registration/licensing duties and management and supervisory sessions on a regional and Statewide basis, as required; provided technical assistance in regard to the start-up of new programs, compliance with existing programs and information on available training and funding resources applicable to Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care programs; and provided parents and the general public with access to information regarding the compliance history of all regulated providers, as required. Not less than annually, the Contractor will report to the Office the evidence of risk-based assessment outcomes for identified programs, if applicable. In addition, the Contractor will participate in Office Quality Indicator initiatives and any inter-rater reliability studies conducted by the Office. The Quarterly Standard Performance Level for an acceptable level of compliance for management review is 100%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If 100% of the previous quarter's Quarterly Standard Performance Level for management review is not met, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level– Approved Staffing Plan

The Contractor will maintain the Office-approved Contractor staffing plan, including the percentage of time each staff works on the project, during the quarter. In addition, the DCCS Regional Office Manager is to be notified by the Contractor of the registration/licensure and inspections coverage plan when the registrar's office is unavailable during regular business hours. In the event of a staff vacancy, the date of the occurrence is to be reported to the Office's respective

DCCS Regional Office Manager. The Contractor will be allowed a five-month period from the date the vacancy was created to fill the vacancy and bring staffing back up to the approved level. The Contractor is to provide DCCS with the dates of hire, names of the staff assigned to register and license day care programs and the percentage of time those staff work on the program. The Office will review the qualifications of those staff members as part of the quarterly on-site case and management review and when otherwise requested by DCCS to determine if the qualifications are reasonable for providing the registration and inspection services. The Quarterly Standard Performance Level for approved staffing plan for an acceptable level of compliance is 100%, with the exception of any vacancies that are less than five months old at the end of the quarter. Performance will be assessed by DCCS based upon the quarterly on-site case and management review. If 100% of the previous quarter's Quarterly Standard Performance Level for approved staffing plan is not met, not counting vacancies that are less than five months old at the end of the quarter, 10% of the quarterly contract amount will be withheld. However, the amount withheld may not exceed the value of the personnel costs for the unfilled position(s).

DESIGNATED PAYMENT OFFICE

Program Office: Division of Child Care Services

Program Area: Contract Unit

Address: 52 Washington Street
South Building, Room 309
Rensselaer, New York 12144

APPENDIX D

NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES
DIVISION OF CHILD CARE SERVICES

1. PROJECT TITLE : REGISTRATION
2. TYPE OF APPLICATION: NEW CONTINUATION AMENDMENT
3. AMOUNT OF FUNDS REQUESTED: \$ 230,297.00
4. PROJECT PERIOD: 1/01/2023 to 12/31/2023
5. ORGANIZATIONAL NAME & ADDRESS:
Oneida County Department of Social Services
800 Park Ave.
Utica, New York 13501 Tel #: (315) - 798 - 5733
6. CONTACT NAME: Mary Kernan
TITLE: Contract Administrator
PHONE: (315) 798-5058
E-MAIL ADDRESS: Mary.Kernan@dfa.state.ny.us
7. INDIVIDUAL(S) AUTHORIZED TO SIGN FOR APPLICANT:
PRIMARY NAME: Colleen Fahy-Box PHONE# (315)798-5733
PRIMARY TITLE: Commissioner
SECONDARY NAME: Anthony J. Picente, Jr. PHONE# (315)798-5733
SECONDARY TITLE: Oneida County Executive
8. NAME OF PROJECT DIRECTOR: Philip Martini
TITLE: Director of Employment Services
PHONE: (315) 798-5839
LOCATION ADDRESS: 800 Park Ave, Utica, New York 13501
E-MAIL ADDRESS: Philip.Martini@dfa.state.ny.us
9. INDIVIDUAL TO WHOM PAYMENT SHOULD BE DIRECTED:
NAME: Jennifer Cuda
TITLE: Fiscal Services Administrator
PHONE: (315) 798-5082
LOCATION ADDRESS: 800 Park Avenue, Utica, New York 13501
E-MAIL ADDRESS: jcuda@ocgov.net
- A. MUNICIPALITY NUMBER : 300100000
- B. CHARITABLE REGISTRATION NUMBER: Exempt
- C. DUNS# 075814186

10. Agreement:

It is understood and agreed to by the applicant that: (1) Funds granted for this project will be used only for the conduct of the project as approved. (2) the grant may be terminated in whole, or in part, by the Office. Such termination shall not affect obligations incurred under grant prior to the effective date of such termination. (3) When funds are advanced, any unexpended balance at the end of the approval period will be returned. (4) Any significant revision of the approved project proposal will be requested in writing by the grantee prior to enactment of the change. (5) Progress reports will be submitted as required by the Office. The final program and financial reports will be submitted within a specified time period after the project terminates. Necessary records and accounts, including financial and property controls, will be maintained and made available to the Office for audit purposes. (6) All reports of investigations, studies, publications, etc. made as a result of this proposal will acknowledge the support provided by Office. (7) All personal information concerning individuals served or studies conducted under the project is confidential and such information may not be disclosed to unauthorized persons. (8)The Office reserves a royalty free non-exclusive license to use and authorize others to use all copyrighted material resulting from this project.

The applicant certifies that to the best of his/her knowledge and belief the information in this application is true and correct, and that he/she will comply with the above agreement if the grant is received.

Colleen Fahy-Box

2/28/23

Signature of Official Authorized to Sign for Applicant

Date

Colleen Fahy-Box, Commissioner

Name and Title (typed)

Please have the Authorized Person sign the Appendix D (page 2) on the SAME DATE for ALL six copies of the Appendix-D.

Contract does not need to match signature date

PROJECT SUMMARY

Oneida County Department of Social Services will utilize a subcontractor to conduct the Day Care Registration and Inspection services. The program will recommend Registration/and renewal for those individuals satisfactorily completing a FDC initial/renewal application. Program will provide technical assistance to potential and current providers regarding application and regulations. Program will provide regularly scheduled orientation throughout Oneida County. Program will complete an inspection/investigation on registered homes in response to a complaint, request by provider for additional school age children or for failure to meet training requirements. Complete 50% annual random inspections on existing providers. Respond to complaints on non-regulated child care providers. The program includes performance standards for: initial registrations, renewal registration, complaint investigations, safety assessments, inspections, and on-site registration case and management review.

Quarterly Standard Performance Level – Initial Registrations/Licenses

The Contractor will process and resolve initial registration/licensing applications within six (6) months of receipt including providing applicants with all appropriate notifications regarding the status of the applications. The acceptable resolution categories are: approved, withdrawn, and referred to enforcement for denial. The Quarterly Standard Performance Level for initial registrations/licensing for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for initial registrations/licenses is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Renewals of Registrations/Licenses

The Contractor will process and resolve completed applications for renewals of registrations/licenses, including providing providers with all appropriate notifications regarding the renewal process, prior to the applicable registration/license lapse date or will initiate enforcement action. The renewals of Family and School- Age Child Care registrations will include a renewal inspection as required by regulation. The Quarterly Standard Performance Level for renewals of registrations/ licenses for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for renewal registrations/licenses is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level –Complaint Investigations

The Contractor will initiate complaint investigations within the required time frames and make determinations on the complaints within 60 days. The Quarterly Standard Performance Level for complaint investigations for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data

from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for complaint investigations is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Safety Assessments

The Contractor will conduct safety assessments based on the categories of arrests/convictions and submit the assessments to DCCS within the required time frames. The Quarterly Standard Performance Level for safety assessments for an acceptable level of compliance is 100%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 100% of the previous quarter's Quarterly Standard Performance Level for safety assessments is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – 50% Inspections

The Contractor will conduct one quarter of the required number of annual 50% inspections for Family Day Care and School Age Child Care programs and complete all required documentation. The Quarterly Standard Performance Level for 50% inspections for an acceptable level of compliance is 90%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 90% of the Performance Level for 50% inspections is not met at the completion of the four quarters, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Mid-Point Requirement

The Contractor will process and resolve completed reviews of Mid-Point documentation including providing providers with all appropriate notifications regarding the Mid-Point Requirement. The Contractor will conduct Mid-Point inspections for Family Day Care and School Age Child Care programs and complete all required documentation within the required timeframes pursuant to current policy and procedures. The Quarterly Standard Performance Level for the Mid-Point Requirement for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the Performance Level for Mid-Point inspections is not met each quarter, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – On-Site Case and Management Review.

The Contractor will provide appropriate registration, licensing, and monitoring activities, maintain appropriate case files and make appropriate entries into CCFS in the time, manner and form required by the Office. The acceptable level of compliance will be determined by DCCS based on quarterly case files and management reviews. The case review will include a review of a sample of case files regarding initial applications, renewal applications, 50% inspections, complaint investigations and other investigations chosen in accordance with a consistent sampling framework to determine whether: Office policies, procedures, and regulations are applied accurately; required observations are made during inspections and investigations; all applicable entries are made in case files and/or CCFS; proper notifications

is given to providers and parents, where applicable, within the required time frames; each facility has the necessary active fingerprint files and are entered into CCFS upon receipt; inspections are conducted, when appropriate, to verify compliance with any corrective action plans and/or continued regulatory violations; appropriate and timely enforcement referrals are made and appropriate and timely follow-up activities are conducted in accordance with Office policies and directions including cooperating with the Office's Legal Division on enforcement activities and, when determined necessary by the Office, testifying at fair hearings and/or court proceedings and assisting the Office in responding to litigation. The management review will also include a review of other documentation to determine whether: registration staff have participated in training as required by the Office related to the performance of registration/licensing (where licensing applicable) duties and participated in management and supervisory sessions on a regional and Statewide basis, as required; provided technical assistance in regard to the start-up of new programs and compliance with existing programs and information on available training and funding resources applicable to family day care, school-age child care, group family day care programs; and provided parents and the general public with access to information regarding the compliance/complaint history of all regulated providers, as required. The approved quarterly registration/licensing (where licensing applicable) case files and management reviews for an acceptable level of compliance is 90%. If at least 90% of the previous quarter's Quarterly Standard Performance Level for the case files and management review is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Approved Staffing Plan

The Contractor staffing plan, including the percentage of time each staff works on the project, which has been approved by the Office and is maintained during the quarter. In addition, the Office's respective DCCS Regional Office Manager and Local Department of Social Services is to be notified by the Contractor of the registration and inspections coverage plan when the registrar's office is unavailable during regular business hours. In the event of a staff vacancy, the Contractor will be allowed a three-month period from the date the vacancy was created to fill the vacancy and bring staffing back up to the approved level. The Contractor is to provide DCCS and Local Department of Social Services with the names of the staff assigned to register and license day care programs, the percentage of time those staff work on the program. In addition the Office will review the qualifications of those staff members as part of the quarterly case and management review and when otherwise requested by DCCS to determine if the qualifications are reasonable for providing the registration and inspection services. The approved staffing plan for an acceptable level of compliance at the end of each quarter is 100%, with the exception of any vacancies that are less than three months old at the end of the quarter. The acceptable level of compliance will be determined by DCCS based upon the quarterly case and management review. If at least 100% of the previous quarter's Quarterly Standard Performance Level for the approved staffing plan is not met at the end of the quarter, not counting vacancies that are less than three months old at the end of the quarter, 2% of the quarterly contract amount will be withheld. However, the amount withheld may not exceed the value of the personnel costs for the unfilled position(s).

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

March 3, 2023

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

FN 20 23-100

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Renewal and Amendment for review and approval by the Board of Legislators between Oneida County, through its Department of Social Services, and Cayuga Home for Children for the provision of Family Support/Parent Aide Services.

Parent Aide Services are defined by New York State Office of Children and Family Services as those services provided in the home and community that focus on the need of the parent for instruction and guidance. This service improves parental and family functioning to avoid an out of home placement for children.

The Cayuga Home for Children Family Support/Parent Aide program provides a more intensive level of in-home services to families in need of guidance, instruction, and education whose children are at imminent risk of foster care or out of home placement through Family Court. The agency will provide services custom tailored to each family based upon their specific needs. The Family Support Program (FSP) works to reduce trauma in the home and community, increase family self-sufficiency, and to reduce the likelihood of future involvement in the child welfare or juvenile justice system. FSP is strength-based, and focused on enhancing cognitive and behavioral functioning. It is time-limited and goal-focused. Master's level FSP Social Workers address a wide array of environmental risks while simultaneously building on supports and strengths currently identified within the family.

This Renewal and Amendment is for the term October 1, 2022 through September 30, 2024 and has a maximum total cost of \$409,012.51 for the duration of this Agreement. The local cost to support this effort is 27.18 % or \$111,169. 60. This service was awarded by RFP and is a vital element in our Preventive Services Program.

I am respectfully requesting that this matter be submitted to the Board of Legislators for their consideration.

Thank you for your attention to this matter.

Sincerely,

Colleen Fahy-Box
Colleen Fahy-Box
Commissioner

CFB/vlc attachment

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

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

Date 3-7-23

45403

Oneida Co. Department Social Services

Competing Proposal X

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Cayuga Home for Children
101 Hamilton Avenue
Auburn, New York 13021

Title of Activity or Services: Family Support/Parent Aide Services

Proposed Dates of Operations: October 1, 2022 through September 30, 2024

Client Population/Number to be Served: Families in need of support services

Family Support Services will provide an intensive level of community-based services to 24 families at any given time in order to prevent foster care or out of home placement of children at imminent risk and to return children from placement. The purpose of this program is to decrease the number of children being placed, and to return children to a permanent living arrangement. The agency will provide services custom tailored to each family based upon their specific needs.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Parent Aide Service is defined in regulation as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and family/parent role performance. These Services include instruction or mentoring in areas related to child care and home management such as child development, home safety and maintenance, appropriate discipline technique, family budgeting, and reinforcement of other positive behaviors. The Family Support Program is an intensive level of service that works to reduce trauma in the home and community, increase family self-sufficiency, and to reduce the likelihood of future involvement with the child welfare or juvenile justice system.

2). Program/Service Objectives and Outcomes

Parents will demonstrate an improved ability to appropriately parent their children through an increased knowledge of child development, as well as, improved skills in regards to issues related to child care such as home safety, appropriate educational and health care, discipline, nurturing and role modeling. The Family Support Program incorporates evidence based Trauma Systems Therapy as part of the intervention process as a means to improve youth's ability to self-regulate emotionally and

behaviorally. The Family Support program builds on supports identified by each family member and system in order to provide a safe and nurturing family environment which promotes the positive and healthy growth and development of children and family members.

3). Program Design and Staffing Level -

Two (2FTE) Master's Level Social Workers
(.10 FTE) Program Director

Total Funding Requested:

October, 2022-September, 2023- \$202,060.88
October, 2023-September, 2024- \$206,951.63

Total **\$409,012.51**

Oneida County Dept. Funding Recommendation: Account # A6070.49547

Mandated or Non-mandated: Preventive Mandated service

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

		2022	2023
FEDERAL	38.39 % -	\$ 77,571.17	\$79,448.73
STATE	34.43 % -	\$ 69,569.56	\$71,253.45
COUNTY	27.18 % -	\$ 54,920.15	\$56,249.45

Cost Per Client Served:

Past performance Served: This is the final Renewal term for this Agreement. The services were RFP'd with Cayuga being the chosen provider.

Department Staff Comments:

THIS RENEWAL AND AMENDMENT, by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York with its principal place of business at 800 Park Avenue, Utica, New York 13501 (hereinafter called the County), through its Department of Social Services (hereinafter called the Department), and Cayuga Home for Children, a not-for-profit corporation organized and existing under the laws of the State of New York, as defined in Section 102 (a) (5) of the Not-For-Profit Corporation Law, operating under the assumed name Cayuga Centers pursuant to Section 130 of the General Business Law, and having its principal office at 101 Hamilton Avenue, Auburn, New York 13021 (hereinafter called the Contractor).

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement whereby the Contractor provides Preventive Services in the home and the community that focus on the need of the parent for instruction and guidance to improve parental and family functioning to avoid an out-of-home placement for children, hereinafter referred to as the "Original Agreement," (County contract number 90439), a copy of which is attached hereto as Exhibit "A," and

WHEREAS, the Original Agreement included an option to renew for an additional term through September 30, 2024; and

WHEREAS, the County desires to modify the terms of the Original Agreement related to the vouchering and reimbursement process in order to comply with New York State requirements, and the Contractor has consented to such change; and

WHEREAS, the parties are desirous of an agreement to renew and amend to the Original Agreement regarding the following provisions.

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

1. This Renewal and Amendment to the Original Agreement shall commence October 1, 2022 and terminate September 30, 2024.
2. Section V of the Original Agreement, titled Reimbursement, shall be amended to read as follows:

- (1) The County shall reimburse the Contractor upon the submission of a County voucher indicating Agreement number and name (as provided by the Department), along with supporting documentation, including:
 - a. Statement that identifies each Client provided with Preventive Services in the time period captured in the voucher, listing the days of admittance and discharge from the program;
 - b. Two (2) copies of "Composite Billing for Preventive Services" form with case number, Case Manager's name, and other data as required;
 - c. Copy for each case of "Itemized Individual Billing for Preventive Services" with case number, Case Manager's name, and case comments;
 - d. Title XX forms as required by the Department; and
 - e. Other data, which shall be mutually agreed upon by the parties.
- (2) All reimbursement provided under this Agreement shall be in compliance with state and federal regulations pertaining to the reimbursement of Preventive Services.
- (3) The Department shall monitor the performance of the Preventive Services monthly and a fiscal penalty shall be imposed for the Contractor's failure to meet program outcomes as detailed under title "Outcomes/Measurements for Parent Aide Agreement" of Appendix C. A fiscal penalty equal to a reduction of two percent (2%) shall be assessed for each voucher that captures a time period wherein performance outcomes are not met.
- (4) Total reimbursement under this Agreement shall be based on actual expenses as detailed by the Contractor's Program Budget, which is attached hereto as Appendix D, and shall not exceed the following for each year:
 - a. October 1, 2022 through September 30, 2023 shall not exceed \$202,060.88
 - b. October 1, 2023 through September 30, 2024 shall not exceed \$206,951.63

3. The Original Agreement is hereby further amended by adding Exhibit B of this Renewal and Amendment, which is the Contractor's Program Budget, to the Original Agreement as Appendix D.

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

IN WITNESS WHEREOF, the County and the Contractor have signed this Renewal and Amendment on the date written below.

Date: _____

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

Date: 3/5/23

Oneida County Department of Social Services: _____
Colleen Fahy-Box
Colleen Fahy-Box, Commissioner

Date: 3/2/23

Cayuga Home for Children: _____
Elizabeth Palau, CEO (Acting CEO)
Edward Myers Hayes, President and Chief Executive Officer

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

#45403

THIS IS AN AGREEMENT (hereinafter called the "Agreement") by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York having its principal offices at 800 Park Avenue, Utica, New York, through its Department of Social Services (hereinafter called the "Department," the Department and Oneida County shall collectively be called the "County"), and Cayuga Home for Children, a not-for-profit corporation organized and existing under the laws of the State of New York, as defined in Section 102 (a) (5) of the Not-For-Profit Corporation Law, operating under the assumed name Cayuga Centers pursuant to Section 130 of the General Business Law, and having its principal office at 101 Hamilton Avenue, Auburn, New York (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Oneida (hereinafter called the "Commissioner") is charged with the responsibility for the administration of all child welfare services provided in the County of Oneida at public expense pursuant to Article 6 of the Social Services Law including Preventive Services pursuant to Section 409 et sequitur of the Social Services Law and the Consolidated Services Plan for New York State; and

WHEREAS, the Commissioner pursuant to Section 409-a.3 of the Social Services Law and 18 NYCRR Section 405.1 may provide such Preventive Services directly or through an authorized agency as defined in subdivision (a) of Section 371.10 of the Social Services Law, or a not-for-profit corporation as defined in paragraph (5) of subdivision (a) of Section 102 of the Not-for-Profit Corporation Law or a public agency that receives the prior approval of the New York State office of Children and Family Services; and

WHEREAS, the Contractor under the terms of its corporate authority has the power to provide the Preventive Services required to be performed herein; and

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality Preventive Services in conformance with the Consolidated Services Plan of the County of Oneida, Section 409 et seq. of the Social Services Law and 18 NYCRR Parts 405 and 423; and

WHEREAS, it is economically and organizationally feasible for the Department to contract with the Contractor for the performance of these Preventive Services.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE DEPARTMENT AND THE CONTRACTOR AS FOLLOWS:

SECTION I. DEFINITIONS

Whenever the following terms are used in this Agreement and schedules attached hereto, they shall have the following meaning unless otherwise clearly noted:

(1) Preventive Services shall mean these supportive and rehabilitative services provided to children and their families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of averting a disruption of a Family which will or could result in placement of a child in foster care, enabling a child who has been placed in foster care to return to his or her Family at an earlier time than would otherwise be possible, or reducing the likelihood that a child who has been discharged from foster care would return to such care. The following services, when provided for the above-stated purpose and in conformity with this Part, are considered Preventive Services.

Mandated Preventive Services shall mean Preventive Services provided to a child and his or her Family whom the Department is required to serve pursuant to 18 NYCRR Part 430.9. Non-Mandated Preventive Services shall mean Preventive Services provided to a child and his or her Family who the Department may service pursuant to Section 409-a (2) of the Social Services Law. The services, set forth in paragraph (2) through (17) of this Agreement when provided for the above-stated purpose and in conformity with 18 NYCRR Part 423, are considered Preventive Services.

(2) Case Management shall be defined as the responsibility of the Department to authorize the provision of Preventive Services, to approve the child and his or her Family eligibility determination according to the criteria of 18 NYCRR Part 423.3 and, to approve in writing, the service plans as defined in 18 NYCRR Part 428.

(3) Case Planning shall be defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those Preventive Services needed by a child and his or her Family to prevent disruption of the Family or to help a child in foster care return home sooner. Case Planning shall include, but not be limited to, referring such child and his or her Family to other services as needed, including but not limited to, educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case Planning responsibility shall also include documenting child and his or her Family's progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Part 430.8 through 430.12 that such services are provided and providing casework contact as defined in paragraph (4) of this Agreement. Case Planner shall mean the caseworker assigned Case Planning responsibility.

(4) Casework Contacts is defined as:

- i. Individual or group face-to-face counseling sessions between the Case Planner and the child and/or the child's parents, relatives or guardians constitutes Preventive Services for the purpose of guiding the child and/or the child's parents or guardians

towards a course of action agreed to by the child and/or the child's parents or guardians as the best method of attaining personal objectives or resolving problems or needs of a social, emotional, developmental or economic nature.

- ii. Individual or group activities with the child and/or the child's parents that are planned for the purposes of achieving such course of action as specified in the child and Family's service plan.

(5). Clinical Services shall be defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Such services shall be separate and distinct from Casework Contacts as defined in paragraph (4) of this Agreement.

(6). Day Care Services as defined in the Consolidated Services Plan for New York State prepared pursuant to Section 34-a of the Social Services Law.

(7). Day Services to children as defined in 18 NYCRR Part 425.1 shall mean a program offering a combination of services including at least social services, psychiatric, psychological, education and/or vocational services and health supervision and also including, as appropriate, recreational and Transportation Services, for at least three (3) but less than twenty-four (24) hours per day and at least four (4) days per week, excluding holidays. If it can be demonstrated that one or more of these services are not needed by the population served, such service(s) may be waived.

(8). Emergency Cash or Goods shall be defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his or her Family in an emergency or acute problem situation in order to avert foster care placement.

(9). Emergency Shelter shall be defined as providing or arranging for shelter where a child and his or her Family who are in an emergency or acute problem situation reside in a site other than their own home in order to avert foster care placement.

(10). Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his or her parent, or legal guardians, or other caretakers and siblings. Family may include a woman who is pregnant as specified in 18 NYCRR Part 430.9(c)(6). Family may also include a child who does not live with his or her parents and needs services to prevent return to foster care.

(11). Family Planning Services as defined in the Consolidated Services Plan for New York State prepared pursuant to Section 34-a of the Social Services Law.

(12). Home Management Services as defined in the Consolidated Services Plan for New York State prepared pursuant to Section 34-a of the Social Services Law.

(13). Homemaker Services as defined in the Consolidated Services Plan for New York State prepared pursuant to Section 34-a of the Social Services Law.

(14). Housekeeper/Chore Services as defined in the Consolidated Services Plan for New York State prepared pursuant to Section 34-a of the Social Services Law.

(15). Parent Aide Services shall be defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and Family/parent role performance. Techniques may include, but not limited to: role modeling, listening skills, Home Management assistance and education in parenting skills and personal coping behavior.

(16). Parent Training shall be defined as group instruction in parent skills development and the developmental needs of the child and adolescent for the purpose of strengthening parental functioning and parent / child relationships in order to avert a disruption in a Family or help a child in foster care return home sooner than otherwise possible. Parent Training may include child-parent interaction groups formed to enhance relationship and communication skills.

(17). Transportation Services shall be defined as providing or arranging for transportation of the child and/or his or her Family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as a Preventive Service for visitation of children in foster care with their parents and may only be provided if such transportation cannot be arranged or provided by the child's Family.

(18). Client shall mean a child and/or his or her Family determined by the Department to be eligible for Preventive Services.

SECTION II. TERM OF AGREEMENT

The term of this Agreement shall be from October 1, 2019 through September 30, 2022. The option to renew this Agreement for an additional two (2) one-year terms is at the sole discretion of the Department and notice to the Contractor shall be provided prior to the end of the term of this Agreement. It is understood and agreed that the County and the Department shall not be obligated to extend or renew the terms of this agreement.

SECTION III. SCOPE OF SERVICES

(1). It is mutually agreed between the Department and the Contractor that the Contractor shall furnish Preventive Services to Clients in accordance with federal and New York State laws and regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Office of Children and Family Services ("OCFS"). It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.

(2). The Department shall be responsible for determining the eligibility of persons for

Preventive Services to be purchased by the Department. The Department shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the OCFS.

(3). The Department shall be responsible for Case Management which shall include authorizing the provision of Preventive Services, approving Client eligibility in accordance with 18 NYCRR Section 423.3, and approving child service plans.

(4). The Contractor shall provide Preventive Services in accordance with the Purchase of Service Specifications attached hereto and made part hereof as Appendix C.

(5). The Contractor and the Department shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service.

(6). The Contractor and the Department shall comply with Section 153 of the Social Services Law which requires all social services districts which purchase Preventive Services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.

(7). The Contractor and the Department agree that a determination by the OCFS to deny reimbursement to the Department for the provision of Preventive Services for a Client, pursuant to Sections 153 and 153-a through 153-k of the Social Services Law, shall not relieve the Department or the Contractor from which the Department has purchased Preventive Services, from its statutory or contractual obligations to continue to provide Preventive Services for the Client or other children in its care.

(8). Case Planning, along with Casework Contacts, shall be provided by the Contractor in accordance with Appendix C of this Agreement and as required by individual case plans pursuant to 18 NYCRR Part 428.1 through 428.10.

(9). The Contractor shall review and discuss the service plan with the Department. Any changes in the plan or significant deviation therefrom, shall be submitted in a revised plan to the Department prior to the proposed implementation of the change. The Contractor shall implement the change upon receipt of written approval by the Department.

(10). The Contractor shall comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

SECTION IV. FAIR HEARINGS

The Department shall notify applicants for or recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon application within 30 days of application. The Department shall also inform applicants for or

recipients of Preventive Services how to file a fair hearing request. The Department shall be responsible for establishing fair hearing procedures; holding fair hearings, and taking such steps as may be necessary to enforce its determinations and decisions. The Department shall provide the Contractor with copies of the decision. The Contractor, upon the request of the Department, shall participate in appeals and fair hearings as witnesses for a determination of issues.

SECTION V. REIMBURSEMENT

(1). The Department shall reimburse the Contractor for provision of Preventive Services in accordance with state and federal regulations pertaining to reimbursement of Preventive Services.

(2). The Department shall monitor the performance of the Preventive Services monthly and a fiscal penalty shall be imposed for the Contractor's failure to meet program outcomes as detailed under title "Outcomes/Measurements for Parent Aide Agreement" of Appendix C. A fiscal penalty equal to a reduction of two percent (2%) of the monthly installment shall be assessed for each outcome not met.

(3). Reimbursement shall be issued in monthly installments, as detailed below, upon submission of a County voucher and data necessary to allow the County and the Department to determine if a fiscal penalty is to be assessed.

- a. For the period of October 1, 2019 through September 30, 2020, the County shall reimburse the Contractor as follows:
 - i. Monthly reimbursement for October 1, 2019 through August 31, 2020 shall be \$15,768.90;
 - ii. Monthly reimbursement for September 1, 2020 through September 30, 2020 shall be \$15,768.95;
 - iii. Total reimbursement by the County to the Contractor from October 1, 2019 through September 30, 2020 shall not exceed \$189,226.85.
- b. For the period of October 1, 2020 through September 30, 2021, the County shall reimburse the Contractor as follows:
 - i. Monthly reimbursement for the period of October 1, 2020 through August 31, 2021 shall be \$16,058.55;
 - ii. Monthly reimbursement for September 1, 2021 through September 30, 2021 shall be \$16,058.53;
 - iii. Total reimbursement by the County to the Contractor from October 1, 2020 through September 30, 2021 shall not exceed \$192,702.58

- c. For the period of October 1, 2021 through September 30, 2022, the County shall reimburse the Contractor as follows:
- i. Monthly reimbursement for October 1, 2021 through August 31, 2022 shall be \$16,442.72;
 - ii. Monthly reimbursement for September 1, 2022 through September 30, 2022 shall be \$16,442.66;
 - iii. Total reimbursement by the County to the Contractor from October 1, 2021 through September 30, 2022 shall not exceed \$197,312.58.

(4). In the event that the County and the Department elect to renew this Agreement for one or both renewal terms pursuant to "Section II: Term of Agreement" of this Agreement, monthly reimbursement for such renewal terms shall be as detailed below, upon submission of a County voucher:

- a. For the period of October 1, 2022 through September 30, 2023, the County shall reimburse the Contractor as follows:
- i. Monthly reimbursement for the period of October 1, 2022 through August 31, 2023 shall be \$16,838.41;
 - ii. Monthly reimbursement for the period of September 1, 2023 through September 30, 2023 shall be \$16,838.37;
 - iii. Total reimbursement by the County to the Contractor for the period shall not exceed \$202,060.88.
- b. For the period of October 1, 2023 through September 30, 2024, the County shall reimburse the Contractor as follows:
- i. Monthly reimbursement for the period of October 1, 2023 through August 30, 2024 shall be \$17,245.97;
 - ii. Monthly reimbursement for the period of September 1, 2024 through September 30, 2024 shall be \$17,245.96;
 - iii. Total reimbursement by the County to the Contractor from October 1, 2023 through September 30, 2024 shall not exceed \$206,951.63.

(5). The total cost of services for the term of this Agreement shall not exceed \$579,242.01.

(6). The total cost of services provided under this Agreement and any renewal terms elected by the County and the Department shall not exceed \$988,254.52.

(7). The Contractor shall bill monthly on vouchers with Agreement number and Name provided by the Department. The vouchers shall have attached:

- i. Two (2) copies of "Composite Billing for Preventive Services," with Case Number, Case Manager's name, and other data as required.
- ii. One (1) copy for each case of "Itemized Individual Billing for Preventive Services" with Case number Case Manager's name, and Case Comments.
- iii. Other data which shall be mutually agreed upon.

(8). Each voucher shall include the Agreement number and Agreement name as provided by the Department and shall have attached:

- i. Statement identifying each Client provided with Preventive Services in said month, listing the days of admittance and discharge from the program;
- ii. Copy for each case of "Itemized Individual Billing for Preventive Services" with case number, Case Manager's name, and case comments;
- iii. Title XX forms as required by the Department; and
- iv. Other data which shall be mutually agreed upon.

SECTION VI. GENERAL RESPONSIBILITIES OF PARTIES

(1). The governing board of the Contractor shall exercise oversight of its day to day affairs and programs. The Contractor shall have the responsibility for day-to-day provision of Preventive Services for each Client serviced by it in accordance with this Agreement and with appropriate OCFS regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each Client rests with the Department.

(2). The Contractor shall maintain sufficient staff, facilities and equipment, in accordance with the regulations of the OCFS in order to provide the Preventive Services set forth in Appendix C of this Agreement.

(3). The Contractor shall provide the Preventive Services described in Appendix C of this Agreement at the principal location of:

Cayuga Home for Children (a/k/a Cayuga Centers),
101 Hamilton Avenue

Auburn, New York 13021

and shall provide the Department written notification of the location(s) of any additional support services provided in conjunction with the child service plan, outside of the aforementioned address.

(4). The Department shall notify the Contractor with the name of the person assigned to monitoring responsibility for child protective services for the recipients receiving Preventive Services from the Contractor.

SECTION VII BOOKS, RECORDS, AND REPORTS

(1). The Contractor shall keep accurate records (in conformance with State regulations established for utilization review and uniform case recording) for each Client receiving Preventive Services under this Agreement. Each record shall indicate the Preventive Services provided to the Client, in addition to other recipients of service involved with the case, including the date such services were provided. The Contractor shall make such reports to the Department on the current status and progress of each recipient of Preventive Services at intervals required in the OCFS regulations.

(2). All information contained in the Contractor's files shall be held confidential by the Contractor and the Department pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

(3). The records of individual Clients of Preventive Services shall be made available to the Department upon request for consultation or review.

(4). The Contractor shall maintain statistical records as required by the Department and shall furnish such data at times prescribed by and on forms supplied by the Department.

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

(6). The Contractor shall retain all books, records and other documents relevant to this Agreement for six (6) years after final payment for Preventive Services to which they relate, during which time authorized County, state and/or federal auditors shall have access to and the right to examine the same.

(7). In addition to Paragraph 3, 4, 5 and 6 of this Section, and until the expiration of (6)

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years after the furnishing of Preventive Services pursuant to this Agreement or any subcontract made pursuant to this Agreement, the Contractor and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this Agreement, and books, documents and records of Contractor or subcontractor(s) that are necessary to certify the nature and extent of such costs.

SECTION VIII ACCOUNTABILITY

(1). The Department shall establish methods to evaluate the provision of Preventive Services by the Contractor pursuant to this Agreement. All provisions of this Section shall be interpreted consistent with the New York State law and applicable regulations. In implementing the foregoing, the Contractor recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within her jurisdiction and thus has the duty, ongoing throughout the term of this Agreement, to monitor the Contractor with regard to the Preventive Services provided to the children referred hereunder.

(2). The Contractor agrees that a program and facilities review, as pertains to the delivery of Preventive Services under this Agreement, including meetings with Clients of Preventive Services, review of uniform case records, review of Preventive Service policy and procedural issuances, review of staffing and job description and meetings with any staff directly or indirectly involved in the provision of Preventive Services, may be conducted at any reasonable time by qualified personnel from those local, state and federal agencies with the required legal powers and statutory authority to conduct such activities.

(3). The Department shall confer with the Contractor at least twice a year to discuss the Contractor's Preventive Services purchased by the Department. This shall include, but not be limited to, such items as frequency of contact and planning with the natural Family and significant others, scope of service plans and of achieving the goals stated therein, extent to which special mental health, remedial, tutorial and vocational services were provided after the Contractor and the Department determined these were necessary. These semi-annual Client reviews shall include determination of compliance to Agreement requirements.

(4). If the Contractor fails to substantially conform to the provisions of this Agreement after due written notice, the Department may take such actions or invoke such sanctions under this Agreement and any appropriate regulations issued by the OCFS as it deems necessary.

(5). The Contractor shall not make any subcontract for the performance of this Agreement without prior written approval of the Department. The assignment of this Agreement, in whole or in part, or of any money due or to become due under this Agreement shall be void. It should also be noted that where subcontractors are permitted, they are subject to federal and state requirements governing purchase of services contracts and the Contractor is responsible for the performance of any subcontractor.

(6). The Contractor covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the Contractor's performance of the Preventive Services defined in Section III. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the Contractor are annexed to this Agreement.

SECTION IX. COMPLIANCE WITH LAW

(1). The Contractor shall comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR, Part 60. The Contractor also agrees to observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.

(2). The Contractor shall be bound by the terms and conditions of Appendix A, Appendix B, Appendix C, and the Standard Oneida County Conditions Addendum, each attached hereto and made a part hereof.

SECTION X. TERMINATION OF AGREEMENT

(1). This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments thereto, provided that the Department shall give the Contractor written notice specifying the Contractor's failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the Contractor. The Contractor agrees not to incur new obligations or to claim for any expenses incurred after receipt of the notification of termination.

(2). In addition to the termination provisions set forth in paragraph 1 *supra*, the Department shall have the right to terminate this Agreement in whole or in part, if at any time Contractor has failed to comply with any federal, state or local health, safety or fire code regulations; or in the event that any license, approval or certification of the Contractor, required by federal, state or County government is revoked, not renewed, or otherwise not in full force or effect, or in the event that a new such license, approval or certification is required and Contractor fails to secure it during the term of this Agreement.

(3). When the Agreement is to be terminated pursuant to Paragraph 1 and/or 2 of this Agreement, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty (60) days from the date of notice, unless substantial breach of Agreement is involved, in which case the effective date shall not be less than thirty (30) days from the date of notice. In any event, the effective date of termination shall not be later than the Agreement expiration date.

(4). Upon termination or upon expiration of the term of this Agreement pursuant to Paragraphs 1, or 2 *supra*, the Department shall arrange for the transfer to another Contractor of all Clients then served by the Contractor. In order to reimburse that Contractor for all Clients not transferred by the effective date of termination, the Department and Contractor shall negotiate an extension of this Agreement prior to the date of termination.

(5). The Contractor shall comply with all Department close-out procedures, including but not limited to: accounting for and refunding to the Department any overpayments or excess funds paid to the Contractor pursuant to this Agreement; not incurring or paying any further obligation to be reimbursed to it under this Agreement beyond the termination date; and transmitting to the Department or its designee on written request copies of all books, records, documents and materials pertaining to the financial details of any Preventive Services provided under the terms of this Agreement.

(6). The Contractor agrees that any equipment purchased with funds under this Agreement is the property of the Department and shall revert to the Department upon any termination or failure to renew the Agreement pursuant to New York State law.

SECTION XI. PERFORMANCE OF SERVICES

(1). This Agreement may not be assigned, transferred or in any way disposed of by the Contractor without first having obtained written approval thereof from the Department.

(2). The Contractor warrants that it is not in arrears to the County upon any debt or contract, and that it has not been in default and is not in default as surety, contractor or otherwise.

(3). The Contractor warrants that it and its services staff, when necessary, have all of the licenses, approvals and certifications currently required by the laws of any applicable municipality. The Contractor further agrees to keep such required documents in full force and effect during the term of this Agreement, or any extension, and to comply within the required time to secure any new license so required.

(4). The Contractor represents that the Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Preventive Services. The Contractor shall use the Contractor's best efforts to perform the Preventive Services such that the results are satisfactory to the County. The Contractor shall be solely responsible for determining the method, details and means of performing the Preventive Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

(5). The Contractor may, at the Contractor's own expense, employ or engage the services of such employees, subcontractors, upon written consent from the Department, and/or partners as the Contractor deems necessary to perform the Preventive Services (collectively, the "Assistants").

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The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the Preventive 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.

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

(7). The Contractor is solely responsible for paying all of its business expenses related to furnishing the Preventive Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating costs.

(8). The Contractor and its Assistants shall not be required to attend or undergo any training by the Department. The Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Preventive Services described herein and shall be solely responsible for the cost of the same.

SECTION XII. INDEPENDENT CONTRACTOR STATUS

(1). It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor and its Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor and its Assistants, in accordance with their status as Independent Contractors, covenant and agree that they will conduct themselves in accordance with such status, that neither the Contractor nor its Assistants, shall hold themselves out as, nor claim to be, officers or employees of the 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.

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

(3). The Contractor and its Assistants shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

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

(5). The Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

(6). 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.

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

(8). 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.

SECTION XIII. INDEMNIFICATION

The Contractor shall at all times defend, indemnify, and hold the County and its officers and employees harmless and free and clear of any and all liability arising from any act or omission or commission by the Contractor, its officers or employees, with respect to this Agreement and any of the terms thereof.

SECTION XIV. INSURANCE REQUIREMENTS

(1). 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.

- i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 - a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-

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completed operations, and personal and advertising injury.

b. Abuse and Molestation coverage must be included.

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

ii. Workers' Compensation and Employer's Liability

a. Statutory limits apply.

iii. Business Automobile Liability (BAL)

a. BAL with limits of at least \$1,000,000 each accident.

b. BAL coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.

c. Oneida County shall be included as an additional insured on the BAL policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

iv. Commercial Umbrella

a. Umbrella limits must be at least \$5,000,000.

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

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

v. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$3,000,000 aggregate.

(2). Waiver of Subrogation: the Contractor waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, BAL, Professional Liability, or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

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

SECTION XV. VENUE

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

SECTION XVI. 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 conditions of this Agreement.


SECTION XVII. ENTIRE AGREEMENT

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

[SIGNATURES APPEAR ON THE NEXT PAGE]

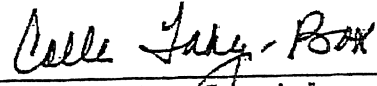
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Date: 11-19-19

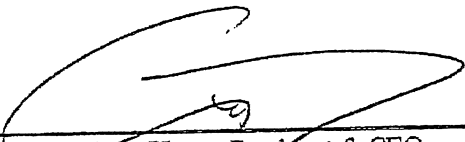
Oneida County: 
Anthony J. Picente, Jr., County Executive

Approved: Maryangeia Scalzo
Maryangeia Scalzo, Assistant County Attorney

Date: 9/10/19

Oneida County Department of Social Services: 
Colleen Fahy-Box, Commissioner

Date: 09/06/19

Cayuga Home for Children: 
Edward Myers Hayes, President & CEO

APPENDIX A

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

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
- (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

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

- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
- (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- *(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and

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

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

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

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

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

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

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder,

and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

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

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

PERSONNEL

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable federal, state and local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

NOTICES

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

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

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

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

OFFICE SERVICES

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - 1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

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

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

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

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

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

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
 1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
 6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
 7. The Contractor has engaged in any other actions of a similarly serious nature.

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

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

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

- o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

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

REPORTS AND DELIVERABLES

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

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

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

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contact with children in the care or custody of the Department. Any Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

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

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

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

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

- d. All information contained in the Contractor's, or its subcontractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and any of the Contractor's staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this AGREEMENT and shall submit forms to the following address:

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

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or

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

PATENTS AND INVENTIONS

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

TERMINATION

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

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

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

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

CONTRACTOR COMPLIANCE

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

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

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

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

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

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

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

FISCAL SANCTION

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

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

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

ADDITIONAL ASSURANCES

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

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

- b. The Contractor, if a Municipal Corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured Municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000) per incident and not less than three million (\$ 3,000,000) annual aggregate. The Contractor agrees that it will require any and all subcontractors with whom it subcontracts pursuant to this AGREEMENT to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000) per incident and not less than three million (\$3,000,000) annual aggregate. The Contractor further agrees to procure and maintain in force, for the duration of this AGREEMENT, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's insurance company, agent or broker.

The Contractor 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 of persons. The liability and property damage coverage of such insurance shall not be less than one million dollars (\$ 1,000,000) per incident and not less than three million (\$3,000,000) annual aggregate. The Contractor agrees to have Oneida County added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as their interest may appear, and to provide the Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show Oneida County as additional insured and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

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

the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

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

COMPLIANCE WITH LAW

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

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

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 222.1A to the Department. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attests they have not been debarred by the federal Government from contracting to provide services funded by any federal money.

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

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

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


bound.

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

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

Carson Center
NAME OF CONTRACTED AGENCY

Edwardo Myles Hanes, President and CEO
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

09/06/19
DATE

APPENDIX C

Purchase of Service Specifications

I. Preventive Service Goals and Objectives:

- A. Definition: Parent Aide Services is defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and Family / parent role performance. Techniques may include, but not be limited to role modeling, listening skills, Home Management assistance and education in parenting skills and personal coping behavior.
- B. Target Population: The Contractor's Family Support Program (FSP) will provide enhanced parent aide community-based services to 24 families at any given time in order to prevent foster care, or to return children from foster care. The major priority of Preventive Services is to decrease the number of children coming into foster care and to return children to a permanent living arrangement. The Contractor will pursue an aggressive policy regarding permanency planning for children at risk of coming into care and children in care.

C. Program Goals:

1. Provide Family and community based services to children at imminent risk of placement into foster care and their families. The products are aimed at reducing the number of children entering / reentering foster care to include Persons in Need of Supervision (PINS) and Juvenile Delinquents (JD) and helping them return successfully to the community.
2. To reunify children in foster care with their Families as quickly as possible through training, education and Family support services designed specifically to strengthen the Family unit. Intervention of FSP helps to ensure a safer, more nurturing and healthier home environment.
3. To assist children and Families in longer term planning when a return home from foster care is not possible. This may include adoption when appropriate and possible.
4. To serve a minimum of 24 families at any given time during the Agreement term.

II. Program Description:

- A. Staffing: The Contractor will employ two (2FTE) full-time Master's level FSP Social Workers and a portion (0.10FTE) of a Program Director's salary. The Contractor agrees to provide enhanced parent aide services to

(24) families at any one time during the Agreement term. These cases will be drawn from the Department's active preventive and protective caseload. The FSP Social Worker will be available flexible hours to better serve the Families. Staff will hold a minimum of a Master's Degree in Social Work and experience as deemed appropriate by the Department.

- B. The Contractor shall facilitate supervised visits at the Department's discretion.
- C. The Contractor shall continue to provide required services to Families as outlined in this Agreement and New York State Department regulations regardless of the vacancy status of personnel.
- D. The Contractor shall provide FSP as defined below by New York State regulations.
- E. The Contractor shall cooperate with the Department and provide the necessary services and documentation to ensure compliance with standards prescribed by federal, state and local law. The Contractor shall participate in a centralized intake process and shall not reject any case referred nor close any case without prior written approval from the Department. The Contractor shall not sub-contract any part of the Agreement award. Services will be provided in the Family's home, as required by law.
- F. The Contractor shall provide Family and community-based services to children at imminent risk of foster care and their Families to reduce the number of children entering or re-entering foster care and helping them return successfully to the community. The Contractor shall reunify children in foster care with their Families as quickly as possible, ensuring a safe, nurturing and healthy environment. The Contractor shall assist in developing a permanency plan when children cannot return home. The Contractor shall provide visitation services. The Contractor shall provide all services to all referred Families, up to 30 at any given time, regardless of the vacancy status of personnel, as defined by the New York State regulations.

III. Department Required Operating Procedures:

- A. Referrals shall be made by the Department and faxed to the Contractor. The referral packet will include the parent aide referral form, any court orders and FASPS, as well as contact information for the current caseworker and supervisor. In the absence of the court order of FASP, the Department shall provide a brief summary of what is in the current court order and the basic service plan agreed upon at this point.
- B. Within two (2) business days of the date of the referral the Contractor shall notify the Department who was assigned as FSP Social Worker to the case.
- C. Upon receipt of the referral, and within 24 hours of such, the FSP Social Worker shall contact the caseworker to discuss case issues, make an initial assessment of Family's needs and create a possible plan of action.

- D. Within five (5) business days of assignment the FSP Social Worker shall contact the Family and establish meeting schedule. FSP Social Worker contacts shall initially be weekly and as case transitions to closure contacts shall be decreased. These decisions shall be discussed with the assigned caseworker and made part of the service plan reviews.
- E. The caseworker shall be given the option of accompanying the FSP Social Worker on the first visit to the Family.
- F. A Housing Inspection shall be completed and submitted to the Department within 10 business days.
- G. Home visits shall occur at a minimum of 2-3 times per week for 2-3 months and may decrease at that point to once per week or every other week as case needs dictate. (Direct service time with Family does not include travel time.). Routine communication with caseworker shall occur after each visit. All contacts will be incorporated into service plan reviews.
- H. FSP Social Worker shall make monthly phone or other personal contact with the assigned caseworker and provide monthly update as to case status.
- I. FSP Social Worker shall complete contemporaneous case notes of all case contacts. These notes shall include, but not be limited to, the following information: where, when and how the contact occurred, who was present during the contact, purpose of the contact, issues discussed during the contact, any concerns noted during the contact, and an ongoing assessment as to how much progress the parent is making to reach the established goals. These notes shall be provided to a designated person within the Department by the 5th of the following month.
- J. FSP Social Worker shall attend and participate in all FASP related meetings and/or service planning meetings that they are requested to attend when provided reasonable notice.
- K. FSP Social Worker shall attend court appearances as requested and provide the following:
 - 1. Testimony, as needed;
 - 2. FSP Social Worker shall make available case notes which include: where, when, and how contact occurred with the parent, who was present, purpose of the contact, issues discussed with the parent, concerns of either parent or parent aide, and an update on the parent's progress towards attaining goals.
- L. The FSP shall provide one-on-one parent skills training. This training shall be a priority for the Contractor and every effort shall be made to complete the training expeditiously within the guidelines of the particular curriculum. The Contractor shall notify the Department of a

parent's successful completion of the parenting program and/or the parent's failure to complete or benefit from the training.

M. If a parent or Family is non-compliant with FSP:

1. The FSP Social Worker shall notify the Department (both the caseworker and Department's designated staff person) if, after reasonable attempts, a Family is not cooperating with the FSP.
2. The Department shall schedule a service plan meeting to discuss lack of compliance and make an appropriate plan of action. Contractor staff shall participate in the meeting. If the decision is to terminate the FSP pending future compliance, the Contractor shall provide a letter to the Department outlining their efforts and the reason for the closure. All closures shall be approved by the Department.

N. At every 6 month FASP review the Department's Grade A Supervisor must approve the continuation of the FSP.

O. Referrals and/or open FSP cases will not be rejected or closed without the approval of the Department.

P. Due to the large geographic area and lack of public services, transportation is a key issue for Families seeking self-sufficiency. The Contractor will work with the Families to establish goals to address the transportation issue and enable them to plan for appropriate transportation when needed (ex. considering transportation issues when locating a home or service, learning how to utilize public transportation services such as taxi's, bus routes, ride sharing, securing a vehicle if possible etc.). The Contractor agrees to arrange or provide transportation for child and his or her Family assigned to their caseload, for the following situations, but not limited to these situations:

1. Medical Appointments;
2. Visitation;
3. Counseling appointments;
4. Shopping, and contacts with other agencies to improve housing;
5. Pre-placement visits, if necessary; and
6. To the Department for departmental business.

Q. The Commissioner reserves the right to evaluate the job performance of the individual

chosen to perform the work and may request such individual be relieved of his or her duties under this Agreement and another person chosen in his or her place. The final decision on reassignment of staff rests with Contractor.

IV. Records and Reports:

- A. The Contractor will complete Title XX Eligibility forms for each Family. The forms must be submitted monthly with Oneida County Voucher no later than the 5th day of the following month to ensure payment and include a summary of the month's activity.
- B. All reports required herein are required by federal, state or local law, rule or regulation.
- C. The Contractor shall prepare and provide any and all monthly or quarterly reports required by the County and/or state governments pertaining to the services provided for in this Agreement. Monthly reports shall be completed and submitted by the fifth day of the following month.
- D. The Contractor shall complete a Contract Staffing Report upon completion of a fully executed Agreement. The Contractor agrees to complete a Contract Staff Vacancy Report upon changes.
- E. The Contractor shall complete a listing of current Agreement personnel upon full execution of this Agreement. The Contractor shall notify the Department of staff vacancy and/or staff changes through an approved Staff Modification notice. Both staff data notices shall be sent to the Contract Administrator
- F. The Contractor shall provide a program "portfolio," as discussed and mutually agreed upon. The Contractor shall participate in program evaluation planning and preparation.

V. Contractor's Program Description: Family Support Program

Family Support Program Model Overview

- A. The FSP is a home-based program designed to work with Families where there is a child or children at imminent risk of foster care placement or in need of an intensive program. FSP is strength-based, mostly cognitive and behavioral, time-limited and goal-focused. Master's level FSP Social Workers addresses a wide array of environmental risks while simultaneously building on supports currently identified by the Family. Services are delivered in-home, and custom tailored to each Family depending on their specific needs.
- B. The primary goals of the FSP are to reduce the risk of removal, reduce trauma triggers in

the home and community, increase family self-sufficiency, and to reduce the likelihood of future Child Protective Services (CPS) reports. To accomplish these goals, the FSP incorporates the following objectives into each Family intervention:

1. Promote the safety and well-being of children and Family members;
 2. Help parents improve their parenting skills and abilities;
 3. Identify specific parental and youth strengths and support their efforts to create a stronger family unit;
 4. Further the creation of a stable, safe and nurturing family environment in which children can grow and develop;
 5. Maintain and build upon primary Family and community connections;
 6. Improve individual and Family functioning within the context of their culture and community.
- C. The FSP utilizes a family-systems perspective, redefining Family crises as an opportunity for effecting significant change. The FSP also subscribes to the System of Care Core Principles: providing child-centered, family-focused, community-based, culturally competent, coordinated and least restrictive services for children and their Families. Our work with FSP families is founded on a set of core assumptions about individuals and families, which include:
- All families have strengths;
 - People are doing the best they can at any given point in time;
 - Families are our partners;
 - Change takes place when we meet Families where they currently are and aid them in getting where they want to go.
- D. Often times, the children and Families served by the FSP have a history of trauma. When youth are exposed to repeated trauma, they develop symptoms associated with traumatic stress including emotional and behavioral dysregulation, as well as developmental delays and underdeveloped social and emotional coping skills. Untreated trauma can also place youth at risk for developing emotional and behavioral Problems, and is the driving force behind out of control behavior with symptoms which include aggression and defiance.
- E. To address trauma that the child and/or Family may have had or continue to experience, FSP also incorporates evidence-based Trauma Systems Therapy (TST) into its model of care. Since 2002, the Contractor has worked in partnership with the NYU Child Study Center to effectively apply the TST model within a variety of interventions. By utilizing TST, the FSP addresses sources of trauma and improves the youth's ability to self-regulate both emotionally and behaviorally.

VI. Program Description

- A. The FSP intervention serves Families with children ages 0 to 18 years old. The most

common age range is typically between 10 and 17 years old. In some cases, (at the discretion of the Department), the FSP could potentially serve youth up to 21 years old and their Families. The child or children may be at imminent risk of removal from the home (or are returning home) and often have a history of trauma in their life. This may include but is not limited to witnessing domestic violence, removal from home, death of a family member, living in poverty, bullying from school, sexual abuse, physical abuse, neglect, divorce or separation, or living with a family member with a chronic illness or disability.

- B. In order for a youth and Family to enter the program, a referral will be made by the Department. Similar to the Contractor's current FFT and MST program, the referral process will be a joint effort between the Contractor and the Department. When the Department sends the referral packet via email or fax, the Parent Aide Services Director will sign off on the referral and immediately confirm receipt. Within 24 hours of the date of referral, the Contractor will notify the Department regarding who the case has been assigned to. A Master's level FSP Social Worker will then contact the caseworker to discuss case issues, initial assessment of the Family's needs and a plan of action.
- C. In the Contractor's experience, early engagement of youth and Families is a prime indicator of the Family's commitment to completing the intervention. Therefore, FSP staff will reach out to Families within the first 24 hours of referral receipt. In the event of an absentee parent, FSP Social Workers make and document diligent efforts to identify and engage that absentee parent, including through face to face contact. The FSP Social Worker responsible for the case will then notify the referring caseworker when the Family has been contacted. Throughout the entirety of the intervention, the Contractor's staff will remain accessible to the Department to ensure open communication and dialogue.
- D. Initial in-home Family assessments will include a strengths-based assessment and a family strengths inventory for all Family members as well as an environmental scan of the home. After initial assessments and a FASP is created, the FSP Social Worker will meet with the Family in the home 2-3 times per week for 2-3 months. At that point, visits may decrease to once per week or every other week as case needs dictate. The FSP intervention lasts an average of 4 to 6 months and FSP Social Workers carry a maximum caseload of 12 Families at any given time. With two full time FSP Social Workers, the program will be equipped to serve up to 24 Families at any given time.
- E. FSP Social Workers will complete case notes for each visit as well as assessments detailing the Family's progress and goal completion. FSP Social Workers will make monthly (or more) phone or other personal contacts with the assigned caseworker and provide monthly updates regarding case status. Additionally, the Contractor will keep the Department informed of any significant incidents involving the Family as soon as staff is made aware.
- F. As part of the intervention, the FSP Social Worker will coordinate strength-based family decision meetings to ensure that all the community and natural supports are identified

and engaged with the Family. This allows the youth, parent(s) and/or caretakers to be actively involved in goal setting and service planning. Strength-based family decision making meetings will occur every 60-90 days throughout the duration of the intervention and at least 30 days prior to discharge. Additionally, the family decision meeting will serve as the time where a stand-by guardian for each child is documented in case of an emergency.

- G. Families referred to the FSP typically fall within two categories: those that need to change/modify their behaviors and those that need to be taught new skills. The FSP Social Worker utilizes adaptive strategies which include: active modeling, prompting (coaching), fading, shaping, and chaining. The FSP Social Worker is also responsible for ensuring that intervention strategies are the best for the Family, that multiple factors affecting the problem are being addressed, and that the intervention is continuously assessed to ensure it remains current with Family's needs.
- H. FSP Social Workers place an emphasis on teaching Families new skills that will reduce the likelihood of their child/children being taken out of the home. These new skills will vary depending on the situation of the Family as well as the age of the child or children. Such skills may include: child behavior management, child development/forming age-appropriate expectations, positive communication, conflict resolution, emotion management, household management and safety, job skills, problem solving and maintaining healthy relationships.
- I. In addition to providing the FSP intervention, staff will be available to attend and participate in all FASP related meetings and/or service planning meetings as requested. Title XX Eligibility forms will be completed for each Family and will be submitted in a timely fashion. Additionally, FSP staff will attend court proceedings and testify if needed. To address potential language barriers with Families, the Contractor will utilize its existing contract with MAMI Interpreters to provide interpretation services.
- J. The FSP Social Worker provides a wide range of services including helping Families meet the basic needs of food, clothing, shelter, using public transportation, budgeting, and when necessary, dealing with the social services system. In an effort to ensure that Families have access to appropriate transportation, FSP Social Workers will assist Families with arranging transportation and, if needed, provide transportation. By addressing transportation needs, FSP Social Workers will ensure that Families are able to attend crucial medical appointments, visitation sessions, counseling, shopping, housing-related appointments, pre-placement visits and appointments with the Department, as needed.
- K. The Contractor has already built links to community organizations including employment agencies, housing supports and substance abuse treatment programs throughout Oneida County. The FSP will also benefit from established working relationships with schools, neighborhood community centers, health offices, police departments, and other local agencies. Because staff has these community links, they will be able to pull in additional resources that can help the Family and youth throughout the FSP intervention. Inclusion of all these systems also promotes lasting behavior change in

the youth's natural environment, using the strengths of each system to facilitate change long after the intervention is completed.

L. Overview of core FSP components in Oneida County:

- Immediate response to a referral (within 24 hours);
- 24-hour a day availability;
- Linkage to community services including arranging or providing transportation;
- Assessment of strengths, needs and interests;
- Initial and ongoing safety assessment and planning with Family members;
- Formulation and coordination of Treatment Plans;
- Active involvement of children, parents and primary caretakers in goal setting and service planning (including biological fathers);
- Intensive family therapy using Cognitive Behavioral Therapy and Trauma Systems Therapy to help deal with dysfunctional emotions and maladaptive behaviors;
- Intensive weekly skill building with youth and parents/guardians to improve knowledge in child development, home safety and other issues related to child care (i.e. discipline);
- Crisis assistance;
- A Flexible Family Fund to assist in emergency situations;
- Assistance in obtaining basic needs;
- Engagement of parent/guardian with a community support activity;
- Referrals as needed to health, mental health services, and substance abuse services.

M. Monitoring occurs throughout the intervention; staff documents each meeting with the Family, noting progress, issues, and concerns. These notes serve as a record of what transpired during the session, where the session took place, and allows staff to plan for the next session. As each FSP Social Worker completes their weekly summary, the number of sessions is tracked with a utilization database and broken down by staff member and case. This monitoring also helps to ensure FSP model adherence.

N. As the intervention comes to an end, Contractor staff completes a closing assessment with the youth and Family similar to the baseline assessment. The closing assessment tracks the same data including the referral reason, problematic behaviors, activities the youth participated in, and family progress. Asking these questions at two different times allows Contractor staff to assess the effectiveness of the program. The change between the baseline and closing assessments also allows for further analysis of program outcomes.

O. In order to collect and compile this information, the Contractor utilizes an agency database. Quarterly reports will be produced using the data from the change between baseline and closing assessments. These reports document progress that is occurring and will be provided quarterly to the Department. In the case that the Department would like additional data; the Contractor can modify assessments in order to collect any information needed.

- P. When the intervention is completed, staff continues to stay in contact with the Family. Family progress is tracked for a period of twelve months through phone calls to the Family to check in and make sure the youth and Family are continuing to use the tools they learned during FSP. Contractor's staff follows up with Families at certain intervals for the year following successful completion of the program, at the frequency of, three, six, and twelve month phone calls. Participant satisfaction is also measured through satisfaction surveys delivered 30 days from the start of the intervention and 30 days after the intervention is completed.
- Q. By completing these follow-ups, the Contractor is able to confirm the Family's application of the skills and strategies and the continuation of the progress they made. This serves as both a collection of follow-up data as well as a mode of monitoring the agency's strengths and weakness in providing the FSP. This data will then be compiled and reported to the Department, if requested. The Contractor places great importance on model fidelity. The agency's Continuous Quality Improvement department conducts regularly scheduled file reviews and progress and outcomes are tracked during and after the intervention.

Outcomes/measurements for FSP:

- **Outcome:** Parents will demonstrate an improved ability to appropriately parent their children through an increased knowledge of child development, as well as, improved skills in regards to issues related to child care such as discipline, nurturing and role modeling.

Performance: Every parent referred to the Contractor for services will successfully complete the core curriculum, designed to improve the parent's child rearing competence within six (6) months from the initiation of service.

Measurement: 70% of the Families referred to the FSP will successfully complete the curriculum.

- **Outcome:** There will be observable improvement in the parent's ability to provide a safe home and appropriate supervision for their children.

Performance: There will not be any new allegations of abuse or neglect during program participation.

Measurement: 70% of the Families assigned a FSP Social Worker will not have a substantiated abuse or neglect report during program participation.

Measurement: 70% of the Families assigned a FSP Social Worker will not have a child placed outside the home during program participation.

- **Outcome:** The Contractor will provide family-centered and culturally competent

45403

services to the target population.

Performance: Families will remain engaged in the FSP until service plan goals are successfully completed.

Appendix D

Cayuga Centers
Parent Aide Services
RFP - #2018-259

Parent Aide Services
Family Support Program Budget
2022



Expense Category					
Personnel	Annual Salary	FTE	Total Salary	COLA	Funding Request
Family Support Social Worker	\$50,367.29	2.00	\$100,734.58	\$3,022.04	\$103,756.62
Director of Parent Aide Services	\$63,654.00	0.10	\$6,365.40	\$190.96	\$6,556.36
Vice President- Community Based Interventions	\$106,653.34	0.10	\$10,665.33	\$319.96	\$10,985.29
	Subtotal				\$121,298.27
Fringe Benefits			Total		Funding Request
Fringe	20%		\$24,259.65		\$24,259.65
					\$24,259.65
Total salary plus fringe					\$145,557.93
Contractual Expenses			Total		Funding Request
Mileage Reimbursement	2 x 300mi x 48wks x .545		\$15,696.00		\$15,696.00
Employee Misc. Expense			\$200.00		\$200.00
Staff Development and Training			\$1,500.00		\$1,500.00
Rent			\$6,000.00		\$6,000.00
Utilities & Gas			\$750.00		\$750.00
Internet and Cellphone	cell + oncall for + hotspot for 2		\$2,040.00		\$2,040.00
Telephone			\$1,400.00		\$1,400.00
Computer Expense			\$3,000.00		\$3,000.00
Equipment Leases			\$1,500.00		\$1,500.00
Office Supplies			\$700.00		\$700.00
Postage			\$750.00		\$750.00
Insurance			\$500.00		\$500.00
Family Fund			\$5,000.00		\$5,000.00
	Subtotal OTPS				\$39,036.00
Administrative Overhead			Total		Funding Request
Overhead Allocated to Program	12%		\$17,466.95		\$17,466.95
					\$17,466.95
Total Annualized Funding Request From Albany County					\$202,060.88
Monthly Cost Proposed:					\$16,838.41
Maximum Units of Service: One unit equals one family	Case length: 6 months				48
Maximum caseload at a given time	12 cases Social Worker x 2				24
Per Family/Per Dlem Cost: This cost is per business day. As support services will occur at various times/lengths during the week, a daily fee will be charged.					\$32.38

Cayuga Centers
Parent Aide Services
RFP - #2018-259

Parent Aide Services
Family Support Program Budget
2023



Expense Category	Annual Salary	FTE	Total Salary	COLA	Funding Request
Personnel					
Family Support Social Worker	\$51,878.31	2.00	\$103,756.62	\$3,112.70	\$106,869.32
Director of Parent Aide Services	\$65,563.62	0.10	\$6,556.36	\$196.69	\$6,753.05
Vice President- Community Based Interventions	\$109,852.94	0.10	\$10,985.29	\$329.56	\$11,314.85
	Subtotal				\$124,937.22
Fringe Benefits			Total		Funding Request
Fringe	20%		\$24,987.44		\$24,987.44
					\$24,987.44
					\$149,924.67
Total salary plus fringe					
Contractual Expenses			Total		Funding Request
Mileage Reimbursement	2 x 300mi x 48wks x .545		\$15,696.00		\$15,696.00
Employee Misc. Expense			\$200.00		\$200.00
Staff Development and Training			\$1,500.00		\$1,500.00
Rent			\$6,000.00		\$6,000.00
Utilities & Gas			\$750.00		\$750.00
Internet and Cellphone	cell + oncall for + hotspot for 2		\$2,040.00		\$2,040.00
Telephone			\$1,400.00		\$1,400.00
Computer Expense			\$3,000.00		\$3,000.00
Equipment Leases			\$1,500.00		\$1,500.00
Office Supplies			\$700.00		\$700.00
Postage			\$750.00		\$750.00
Insurance			\$500.00		\$500.00
Family Fund			\$5,000.00		\$5,000.00
	Subtotal OTPS				\$39,036.00
Administrative Overhead			Total		Funding Request
Overhead Allocated to Program	12%		\$17,990.96		\$17,990.96
					\$17,990.96
Total Annualized Funding Request From Albany County					\$206,951.63
Monthly Cost Proposed:					\$17,245.97
Maximum Units of Service: One unit equals one family		Case length: 6 months			48
Maximum caseload at a given time		12 cases Social Worker x 2			24
Per Family/Per Diem Cost: This cost is per business day. As support services will occur at various times/lengths during the week, a daily fee will be charged.					\$33.17

STANDARD ONEIDA COUNTY CONDITIONS ADDENDUM

THIS ADDENDUM, entered into on this 6th day of December, 2019, 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 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. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

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

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

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

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

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

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

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

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

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

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

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

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



ONEIDA COUNTY
DEPARTMENT OF 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

March 13, 2023

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

FN 20 23-101
PUBLIC WORKS

WAYS & MEANS

Re: U.S. Department of Energy Office of State and Community Energy Programs
Energy Efficiency and Conservation Block Grant

Dear County Executive Picente:

This letter requests that the Oneida County Board of Legislators pass a Resolution allowing Oneida County to apply to the U.S. Department of Energy Office of State and Community Energy Programs for \$80,830.00 in funding for energy efficiency upgrades in Oneida County buildings.

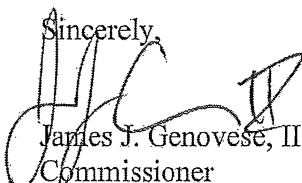
The Energy Efficiency and Conservation Block Grant (EECBG) has been funded with \$550,000,000.00 through the Infrastructure Investment and Jobs Act (IIJA) for State, Local Governments, and Tribes to invest in a variety of eligible activities that will improve energy efficiency. Oneida County is designated a portion of this grant. For the application, Oneida County must choose an energy efficiency initiative or activity to allocate the \$80,830 grant.

Oneida County will implement recommendations and strategies and/or obtain additional technical expertise with this grant money. Oneida County would like to continue with the municipal building benchmarking process indicated in Resolution 2023-012, using this funding for one or more recommendations proposed in the upcoming benchmarking report that correlate with the grant's eligible uses located in Attachment A.

If you agree that Oneida County should make applications to the Office of State and Community Energy Programs for energy efficiency upgrades in Oneida County buildings, I would respectfully request that you forward it to the Oneida County Board of Legislators for their consideration in adopting a formal resolution. Since the deadline to submit the pre-application is April 28, 2023, it is essential that the Board of Legislators take action on this matter at their April 12, 2023 meeting.

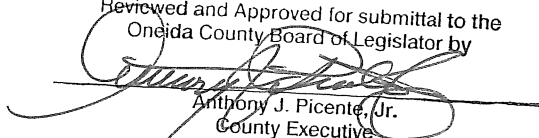
Please feel free to call me if any additional information is required. Thank you for your continued support.

Sincerely,


James J. Genovese, II
Commissioner

Oneida County Department of Planning

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


Anthony J. Picente, Jr.
County Executive

Date 3-14-23

Oneida Co. Department: Planning

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: U.S. Department of Energy
Office of State and Community Energy Programs
1000 Independence Ave. SW
Washington DC, 20585

Title of Activity or Service: Energy Efficiency and Conservation Block Grant

Proposed Dates of Operation:

Client Population/Number to be Served: Oneida County

Summary Statements

1) **Narrative Description of Proposed Services:** The award of \$80,830.00 will be used for one or more recommendations proposed in the upcoming benchmarking report for energy efficiency upgrades to Oneida County Buildings.

2) **Program/Service Objectives and Outcomes:** Energy Efficiency Upgrades

3) **Program Design and Staffing:**

Total Funding Requested: \$80,830.00 **Account**

Oneida County Dept. Funding Recommendation: N/A

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A



EECBG PROGRAM PRE-AWARD INFORMATION SHEET

Each Energy Efficiency and Conservation Block Grant (EECBG) Program recipient shall provide the following information on behalf of itself and all subrecipients and certify that the information is accurate and complete. Recipients may choose to provide this information in whatever format they like, as this form is optional.

EECBG Program recipients representing local and tribal entities may select from two options: 1) a grant or 2) a voucher for technical assistance and/or equipment rebates. EECBG Program recipients choosing a grant must provide data requested in sections 1 through 8 below. EECBG Program recipients choosing a voucher may skip sections 4 through 7. Please submit this form to the EECBG Program Inbox: eecbg@hq.doe.gov.

SECTION 1: CONTACT & LOCATION INFORMATION *(All recipients)*

Recipient Name:	Oneida County	Award Number:	
UEI:	156000460	DUNS (if applicable):	075814186
Business Officer:		BO Phone Number/Email:	
Principal Investigator (PI):		PI Phone Number/Email:	

A. TYPE OF ORGANIZATION – Please indicate the type of organization of the Recipient by selecting one of the following:

- Local Government
- Tribal Government
- State

B. LOCATION AND CONGRESSIONAL DISTRICT

List the address and Congressional district(s) for the primary location where the grant will be performed.

Street Address:	800 Park Avenue
City:	Utica
State:	NY
Zip:	13501
Congressional District(s):	22nd

SECTION 2: GRANT OR VOUCHER *(All recipients)*

EECBG Program recipients representing local and tribal entities must select whether to receive their EECBG Program award in the form of a grant or a voucher for technical assistance and/or equipment rebates. Please indicate your choice here. All States & Territories must select “Grant.” (Select one option) [response to this question is non-binding]

- Voucher for Technical Assistance
- Voucher for Equipment Rebate
- Voucher for both Technical Assistance and Equipment Rebate
- Grant

SECTION 3: BUSINESS ASSURANCES *(All recipients)*

A. DISCLOSURE OF POTENTIAL IMPROPRIETIES

Below, please disclose if any of the following conditions exist. If the answer to any question (a) through (g) below is yes, provide a detailed explanation in an attachment to this form.

- a. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals¹ under investigation for or charged with a covered offense²?
- Yes
 No
- b. Has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of a covered offense in the last five years or had a civil judgment rendered against them for one of those offenses in that time period?
- Yes
 No
- c. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for potential violation of U.S. export control laws and regulations, or has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of any violations of U.S. export control laws and regulations?
- Yes
 No
- d. Is the proposed Recipient or Subrecipient(s) under investigation for potential violations of the Drug-Free Workplace Act of 1988, or has the proposed Recipient or Subrecipient(s) been convicted of any violations of the Drug-Free Workplace Act of 1988?
- Yes
 No
- e. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for research misconduct, or has the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals been convicted of research misconduct?
- Yes
 No
- f. Has any Federal Agency recommended or initiated proceedings against the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals for suspension or debarment, or is the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals debarred, suspended, publicly banned from doing business with the Federal government, or otherwise declared ineligible from

¹ For this form, "principal" means: (1) An officer, director, owner, partner, PI, or other person (as defined in 2 C.F.R. 180.95) within the Project Team with management or supervisory responsibilities related to this project and any resulting transaction; or (2) A consultant or other person, whether or not employed by the Recipient, Subrecipient, or their principals, or paid with Federal funds, who (a) is in a position to handle Federal funds, (b) is in a position to influence or control the use of those funds, or (c) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the transaction, including but not limited to, any Co-PIs.

² For this form, "covered offenses" include: (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; (2) Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (4) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the Recipient's present responsibility.

receiving Federal Contracts, subcontracts or financial assistance?

Yes

No

- g. Is the proposed Recipient or Subrecipient(s) delinquent on federal debt or insolvent or at risk of insolvency or have the proposed Recipient or Subrecipient(s) filed for bankruptcy in any domestic or foreign jurisdiction?

Yes

No

B. POTENTIAL CONFLICTS OF INTEREST

1. **Financial Conflicts of Interest.** The Recipient must disclose in writing any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators) and include sufficient information to enable DOE to understand the nature and extent of the financial conflict, and to assess the appropriateness of the non-Federal entity's management plan. See Section V(b)(3) of the DOE Interim Conflict of Interest Policy. As part of this DOE funded project, does the recipient or any subrecipients have any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators)?

No

Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the DOE Interim Conflict of Interest Policy Section V(b)(3).

- C. **Organizational Conflicts of Interest³.** The Recipient must disclose in writing any potential or actual organizational conflict of interest to DOE. See DOE Interim Conflict of Interest Policy Section VI and 2 CFR 200.318 for more information. As part of this DOE funded project, does the recipient or any subrecipients intend to engage in a procurement with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe?

No

Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the DOE Interim Conflict of Interest Policy Section VI.

Recipients choosing a voucher may skip to Section 8

SECTION 4: PAYMENT INFORMATION *(Grant recipients only)*

Provide (1) the awardee seven-digit ASAP (Automated Standard Application for Payment System) ID number that is under the DOE / Golden Field Office (GO) Agency Locator Code (ALC) and Region Code (#8900-0001-04) if available; (2) the name, phone number and email for the ASAP / Payments Contact Person; and (3) indicate whether the preferred payment method is by advance or reimbursement.

- | |
|--|
| 1) ASAP Number:
2) ASAP/Payments Contact Person:
3) The preferred payment method is: |
|--|

³ Organizational Conflict of Interest means a situation where because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. 2 CFR 200.318(c)(2).

SECTION 5: PERFORMANCE AND FINANCIAL INFORMATION REQUEST *(Grant recipients only)*

Before providing this information, please read the ADDITIONAL INFORMATION at the end of this form. Each field identified below must be completed.

1. Has the Recipient had prior Federal awards? Yes No

If Yes:

Is the Recipient up to date on all reporting requirements on all other current and prior awards, including submitting acceptable final technical reports, with other Federal or non-Federal organizations? If you check No to this question, please attach an explanation. Yes No

2a. Has the Recipient had an independent Single Audit or independent Compliance Audit per Federal regulations, or had a prior Defense Contract Audit Agency (DCAA) Audit performed? (Please see attached instructions regarding Independent Audit requirements.) Yes No

2b. Has the Recipient undergone a Financial Audit within the last 3 years? Yes No

If Yes to either 2a. or 2b.:

- a. A copy of the audit is attached to this form. Yes No
- b. An electronic copy of the audit was provided with application package. Yes No

An electronic copy of the audit can be found at _____

If audit was not provided, please explain why it has not been completed and/or provided:

3. Recipient's fiscal year end date is _____

4a. Identify the Federal Agency providing the preponderance of funding from ALL Government Awards which the Recipient's organization is/was the prime recipient, including any DOE Awards. Provide Agency name, Cognizant Agency point of contact (individual in charge of negotiating billing rates), phone number, and e-mail. (If the Recipient's organization has a DCAA contact, please provide this information in 4(c) below):

Agency: _____

Point of Contact: _____

Phone/Email: _____

4b. DCAA Contact Information:

DCAA Office: _____

Point of Contact: _____

Phone/Email: _____

SECTION 6: FINANCIAL MANAGEMENT SYSTEM – ACCOUNTING SYSTEM SURVEY (*Grant recipients only*)

To qualify for Financial Assistance, compliance with 2 CFR 200 as amended by 2 CFR 910 is required. This includes assurance of an adequate accounting system for estimating, accounting and billing for governmental funding received. Please complete the checklist below as assurance of this requirement.

For additional information, please visit <https://www.dcaa.mil>. Please refer specifically to the “Pre-award Accounting System Adequacy Checklist” under CUSTOMERS-->Checklists and Tools.

	<u>Yes</u>	<u>No</u>	<u>NA</u>
1. Is the Accounting System in accordance with Generally Accepted Accounting Principles applicable to the circumstances and associated applicable Federal regulations?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Accounting System provides for:			
a. Segregation of direct costs from indirect costs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Identification and accumulation of direct costs by project.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives. (Project line items are final cost objective)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. Accumulation of costs under general ledger control.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e. A timekeeping system that identifies employees’ labor by intermediate and final cost objective (i.e., project level, division level).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
f. A labor distribution system that charges direct and indirect labor to appropriate cost objectives.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
g. Interim (at least monthly) determination of costs charged to a project through routine posting of books of account.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
h. Excluding costs charged to Government projects which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other provisions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
i. Identification of costs by project line item and by units (as if each unit or line item were a separate project) if required by the proposed award.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Is the Accounting System designed, and are the records maintained in such a manner that adequate, reliable data are developed for use in developing cost proposals?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Is the Accounting System currently in full operation?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

SECTION 7: REPRESENTATION/CERTIFICATION (*Grant recipients only*)

Certification of the information is required by the organization’s authorized representative

- I certify that I have registered in the System for Award Management (SAM).
- I certify that I have registered in FedConnect.net in order to receive award documentation.
- I certify that all subrecipient cost information has been reviewed, and that all subrecipient costs are reasonable, allowable, and allocable in accordance with the applicable cost principles. All subrecipient budget documents should be available upon DOE request.

- I certify that all direct costs proposed in the application (under the personnel, travel, equipment, supplies, contractual, construction, and/or other direct costs categories) are direct to the project and are not duplicated in the proposed indirect costs.
- I certify that the processes undertaken to solicit any subrecipients, subawards, subcontracts and vendors comply with our organization’s written procurement procedures as outlined in “Procurement Standards” 2 CFR 200.317 through 2 CFR 200.326 inclusive.
- I certify the Recipient:
 - (1) Has in effect an up-to-date, written, and enforced administrative process to identify and manage conflicts of interest with respect to all projects for which financial assistance funding is sought or received from DOE;
 - (2) Shall promote and enforce Investigator compliance with DOE’s Interim Conflict of Interest (COI) Policy's requirements including those pertaining to disclosure of significant financial interests;
 - (3) Shall manage financial conflicts of interest and provide initial and ongoing financial conflicts of interest reports to DOE;
 - (4) Agrees to make information available, promptly upon request, to DOE relating to any Investigator disclosure of financial interests and the Recipient’s review of, and response to, such disclosure, whether or not the disclosure resulted in the Recipient’s determination of a financial conflict of interest; and
 - (5) Shall fully comply with the requirements of the DOE Interim COI Policy.

SECTION 8: SIGNATURES *(All recipients)*

I, the Authorization Official named below, represent by my signature that I am authorized to certify this information on behalf of the Recipient. I certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE’s funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name: _____

Title: _____

Signature of Authorized Official: _____

Date: _____

I, the Principal Investigator named below, certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE’s funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name: _____

Title:

Signature of Principal
Investigator:

Date:

ADDITIONAL INFORMATION

This information will assist DOE in determining: 1) cognizance; 2) whether the Recipient has adequate internal financial and management controls; and 3) whether the Recipient has an adequate accounting system. Generally, cognizance means that an organization has a Federal oversight agency (cognizant agency). Cognizance of an organization is used for many purposes including: determining which agency is responsible for verifying correct allocation of indirect rates to incurred costs; issuing the Provisional and Final Indirect Rate Agreements; and ordering audits. Adequate internal controls and accounting systems are essential to ensure that the Recipient's costs are correctly estimated, recorded, and billed. The Recipient has the responsibility to ensure that these systems are in place. The cognizant Agency has the responsibility for verifying these systems through audits or other methods.

For additional information, please visit <https://www.dcaa.mil>. Please refer specifically to the “Pre-award Accounting System Adequacy Checklist” under CUSTOMERS-->Checklists and Tools.

Cognizance is determined by TOTAL Federal award/contract dollars received by the Recipient/Contractor from all Federal agencies. This information is used to determine which Federal agency has the largest preponderance of funding and is cognizant. Once a Federal agency assumes cognizance for a contractor, it should remain cognizant for at least 5 years to ensure continuity and ease of administration.

Cognizance related duties are the responsibility of the Cognizant Federal Agency (CFA). The CFA is the Federal agency (e.g., Department of Defense, Department of Energy, Navy, etc.) that provided the preponderance (largest amount) of funding for your awards, across all federal agencies. It is very important to confirm that you work with the correct office.

General Rule of Thumb: Department of Health & Human Services (DHHS) is usually the CFA for Universities, Cities, States, and Counties. DHHS cognizance is not usually transferred.

If it is determined that the Department of Energy/Golden Field Office (GO) is the Cognizant Federal Office, the Recipient will have the following **ANNUAL** responsibilities:

1. Submit a Certified Annual Incurred Cost Claim (ICE Model – see #3 below) to the GO Cost/Price mailbox (CostPrice@ee.doe.gov). **This should represent the total organization's costs (representing the Company General Ledger), not just the Recipient's DOE award(s).**
2. Due Date: 180 days after the Recipient's fiscal year end.
3. For an example of the ICE Model, please visit <https://www.dcaa.mil>. Under “CUSTOMERS->Checklists and Tools”, click on ICE (Incurred Cost Electronically) Model and download the ICE model.

Once the information is received, GO will have the responsibility of providing your organization with an annual indirect rate agreement. This indirect rate must be used on all Federal grants and contracts.

If it is determined that GO is not the Cognizant Federal Office, the Recipient should contact the Cognizant Office for additional instructions.

ANNUAL AUDIT REQUIREMENTS

Independent (Single & Compliance) Audit Requirements

2 CFR 200, Section F located at:

<http://www.ecfr.gov/cgi-bin/text-idx?SID=6e187b05cfeca4f534c659f20983b14e&mc=true&node=pt2.1.200&rgn=div5>

For-Profits: 2 CFR 910, Section F located at:

<http://www.ecfr.gov/cgi-bin/text-idx?node=pt2.1.910&rgn=div5>

Below are excerpts from Section F.

Audit requirements.

(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single (program-specific, *not applicable for For-Profits*) or compliance audit conducted for that year in accordance with the provisions of this part.

(b) *Single* audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 - Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(b) *Compliance* audit. (1) If a for-profit entity has one or more DOE awards with expenditures of \$750,000 or more during the for-profit entity's fiscal year, they must have a compliance audit for each of the awards with \$750,000 or more in expenditures. A compliance audit should comply with the applicable provisions in §910.514—Scope of Audit. The remaining awards do not require, individually or in the aggregate, a compliance audit.

(c) Program-specific audit election. (*Not applicable to For-Profits*). When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) For-profit *subrecipient*. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.

**Attachment A: Energy Efficiency and Conservation
Block Grant Eligible Use List**

1. Development and implementation of an energy efficiency and conservation strategy
2. Retaining technical consultant services to assist the eligible entity in the development of such a strategy
3. Conducting residential and commercial building energy audits;
4. Establishment of financial incentive programs for energy efficiency improvements;
5. The provision of grants to nonprofit organizations and governmental agencies for the purpose of performing energy efficiency retrofits
6. Development and implementation of energy efficiency and conservation programs for buildings and facilities within the jurisdiction of the eligible entity
7. Development and implementation of programs to conserve energy used in transportation
8. Development and implementation of building codes and inspection services to promote building energy efficiency
9. Application and implementation of energy distribution technologies that significantly increase energy efficiency
10. Activities to increase participation and efficiency rates for material conservation programs, including source reduction, recycling, and recycled content procurement programs that lead to increases in energy efficiency
11. The purchase and implementation of technologies to reduce, capture, and, to the maximum extent practicable, use methane and other greenhouse gases generated by landfills or similar sources
12. Replacement of traffic signals and street lighting with energy efficient lighting technologies
13. Development, implementation, and installation on or in any government building of the eligible entity of onsite renewable energy technology that generates electricity from renewable resources
14. Programs for financing energy efficiency, renewable energy, and zero-emission transportation (and associated infrastructure), capital investments, projects, and programs, which may include loan programs and performance contracting programs, for leveraging of additional public and private sector funds, and programs that allow rebates, grants, or other incentives for the purchase and installation of energy efficiency, renewable energy, and zero-emission transportation (and associated infrastructure) measures; and
15. Any other appropriate activity, as determined by the Secretary



**ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS**

George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

MARK E. LARAMIE, P.E.
Commissioner

March 6, 2023

FN 20 23-102

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

On April 18, 2019, Oneida County entered into Contract No. 75009 with C&S Engineers, Inc. to prepare plans and specifications for the following bridge rehabilitation projects:

PIN	BIN	Road/Feature	Municipality	Total Funding	
				Federal	County
2754.44	3311040	Carmichael Hill Rd over Big Br	Steuben	\$747,200	
	3310390	Glenmore Rd over Furnace Cr	Annsville	\$186,800	
	3310750	Harris Rd over Canada Cr	Lee		\$934,000
				Total	\$934,000

This is a Locally Administered Federal Aid project and expenditures are eligible for up to 80% Federal reimbursement and 15% State reimbursement.

Construction phase services, including on-site project representation, construction inspection, and construction contract administration, have been provided, and further funding is required due to additional time necessary to complete the work.

On October 5, 2022, the Oneida County Board of Acquisition & Contract approved Change Order No. 3 to increase the contract cost by \$17,000.00, for a total of \$489,000.00.

If acceptable, please forward the above change order to the Oneida County Board of Legislators for consideration and approval. Thank you in advance for your attention and continued support.

Sincerely,

Mark E. Laramie, P.E.
Commissioner

Enclosures

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

Anthony J. Picente, Jr.
County Executive

Date 3-6-23

Oneida County Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: C&C Engineers, Inc.
 499 Col. Eileen Collins Boulevard
 Syracuse, NY 13212

Title of Activity of Service: Professional Consulting Services – CO No. 3

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

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

The attached Change Order No. 3 is for additional services needed to provide wetland delineation for an existing project involving three bridges.

The following bridge projects are included in this Change Order No. 3.

PIN	BIN	Road/Feature	Municipality	Total Funding	
				Federal	County
2754.44	3311040	Carmichael Hill Rd over Big Br	Steuben	\$747,200	
	3310390	Glenmore Rd over Furnace Cr	Annsville	\$186,800	
	3310750	Harris Rd over Canada Cr	Lee		\$934,000
				Total	\$934,000

These bridges are owned and maintained by Oneida County.

On October 5, 2022, the Oneida County Board of Acquisition and Contract accepted a proposal from C&S Engineers, Inc. with fee of \$17,000.00 to provide additional construction phase services for wetland delineation related to the rehabilitation of the aforementioned bridges.

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

3) Program Design and Staffing: N/A

4)Funding

Account #:	H-569
Total Funding Requested:	\$489,000.00
Oneida County Dept. Funding Recommendation:	\$489,000.00
Proposed Funding Sources	
Federal:	\$391,200.00
State:	\$73,350.00
County:	\$24,450.00

Mandated / Not Mandated: Not Mandated

Past Performance Data: N/A

O.C. Department Staff Comments: None

SUPPLEMENTAL CONSULTANT AGREEMENT NO. 3

**PROJECT: Three Bridge Preventative Maintenance
PIN 2754.44**

This Supplemental Agreement made this ___ day of _____ 2023, by and between The Oneida County Department of Public Works, New York (hereinafter referred to as the "MUNICIPALITY"), and C&S Engineers, Inc. (hereinafter referred to as the "CONSULTANT").

WITNESSETH: The MUNICIPALITY and the CONSULTANT have entered into a Consultant Agreement for Engineering Services, dated April 18, 2019, (the "Agreement"), for the undertaking of the above-titled project. The MUNICIPALITY and the CONSULTANT agree to further amend said Agreement with this Supplemental Consultant Agreement No. 3 in accordance with the following amendments:

AMENDMENT NO. 1: The parties hereto agree that the maximum amount payable under the Agreement, including profit, be increased from \$472,000.00 to \$489,000.00.

AMENDMENT NO. 2: Attachment "A" hereto is added to and made part of the Agreement.

AMENDMENT NO. 3: Attachment "B" hereto is added to and made part of the Agreement.

AMENDMENT NO. 4: Attachment "C" Specific Hourly Rate Method for Construction Inspection Supplement to Agreement" hereto is added to and made part of this Agreement

Except as amended hereby, the Agreement and all terms and conditions contained therein between the MUNICIPALITY and CONSULTANT shall remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Consultant Agreement No.3 has been executed by the MUNICIPALITY, acting by and through the County Executive, who has caused the seal of his office to be affixed hereto, and the CONSULTANT, by and through a duly authorized officer, has executed this Supplemental Consultant Agreement effective the day and year first above-written, subject to the approval of the New York State Department of Transportation.

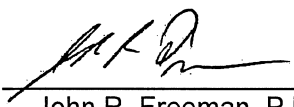
MUNICIPALITY

CONSULTANT

Oneida County, NY

C&S Engineers, Inc.

By: _____

By:  _____
John R. Freeman, P.E.

Title: County Executive

Title: Bridge Department Manager

Date: _____

Date: 3/3/2023

<input checked="" type="checkbox"/> 3.2 Specific Hourly Rate Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
Item I	Specific Hourly rates of pay shown in Attachment C for employees assigned to this PROJECT. The Specific Hourly rates and all components of those rates are not subject to audit. The number of hours charged are subject to audit.	Rates in Attachment C	<ul style="list-style-type: none"> ■ The CONSULTANT shall be paid in monthly progress payments based upon the rate schedule in Attachment C and actual allowable Direct NonSalary costs incurred. ■ Bills are subject to approval of the Municipality and Municipality's Representative.
Item II	<ul style="list-style-type: none"> ■ Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Agreement; all subject to audit. 	<ul style="list-style-type: none"> ■ Actual costs incurred in the performance of this agreement as identified in Attachment C or otherwise approved in writing by the Municipality or its representative. <ul style="list-style-type: none"> ■ All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Dept. of Labor. ■ For Reimbursable Direct Non-Salary Costs a multiple of One times shall be applied to the expenses incurred by the Consultant, the consultant's employees, or the subconsultant not to exceed \$0.00. 	
ITEM III	<ul style="list-style-type: none"> ■ Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Municipality at the completion of the work or at the option of the Municipality. 	Salvage value	
ITEM IV	Maximum Amount Payable under this Method unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	The Maximum Amount Payable under this Method shall be \$17,000.00.	

Attachment A
Architectural/ Engineering Consultant Agreement
Project Description and Funding
Consultant Services

PIN: 2754.44

Term of Agreement
Ends: December 31, 2022

- Main Agreement Amendment to Agreement Supplement to Agreement

Phase of Project Consultant to work on:

- P.E./Design ROW Incidentals ROW Acquisition Construction & C/I

Dates or term of Consultant Performance:

Start Date: January 1, 2021

Project Completion Date (Construction close-out): October 31, 2022

Contract Term End Date: December 31, 2022

PROJECT DESCRIPTION:

This Supplemental Agreement is for additional Construction Administration and Inspection Services for the construction of Three Bridge Preventative Maintenance for work that took place in 2022.

Project Location:

Various Sites in Oneida County – Glenmore Road, Harris Road and Carmichael Road.

Consultant Work Type(s): Sections 8 and 9 from Attachment B.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

\$17,000.00

Attachment "B" SCOPE OF SERVICES

C&S ENGINEERS, INC. & ONEIDA COUNTY

This Supplemental Consultant Agreement No. 3 covers construction inspection services for construction of the Project set forth in the design documents prepared by C&S Engineers, Inc., for the County of Oneida, New York

Section 1 - General

1.01 Project Description and Location

Project Name: Three Bridge Preventative Maintenance
PIN: 2754.44

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 8	Construction Support
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 8, 9 and 10.

1.05 Project Familiarization

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's Project Manager**. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this contract.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.

- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 Cost and Progress Reporting

For the duration of this contract, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the *Cost Control Report*. The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period.)

1.08 Policy and Procedures

- The tasks defined for the construction phase of this project will be progressed in accordance with the current version of the *NYSDOT Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual* including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the *PLAFAP* those listed in the *PLAFAP* take precedence.

Compliance with documents

All services must conform to current versions of the following documents, as applicable. Where necessary, the Consultant will obtain either the full document or guidance extracted from it.

- The approved Design Approval Document, and the Bid Documents
- NYSDOT Construction Manuals, approved lists, and approved materials.

Compliance with Environmental Laws, Regulations, and Permits

All services must comply with the requirements of applicable state and federal environmental laws, regulations, and policy. Applicable laws, regulations, and policies are per the Bid Documents for the Project.

1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.

- Technical compatibility of a subconsultant's work with the prime consultant's and other subconsultants' work.

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYS DOT PLAFAP Manual*.

Section 8 - Construction Support

8.01 Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the **Sponsor** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Sponsor** or the construction **Contractor**. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

8.02 Record Plans

Consultant will compile record plans from red line markups in CADD and will provide the **Sponsor** with one (1) full size mylar reproducible and one (1) pdf reproducible.

Section 9 - Construction Inspection

9.01 Equipment

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **Sponsor**, contract administration and construction observation services from such time as directed to proceed until the

completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

9.03 Sponsor Project Manager

This Project Manager will be the **Sponsor's** official representative on the contract and the **Consultant** must report to and be directly responsible to said Project Manager.

9.04 Ethics

Prior to the start of work, the **Consultant** will submit to the **Sponsor** a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The **Consultant** must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement.

For all construction inspection agreements, all technician personnel shall be identified by the corresponding National Institute for Certification in Engineering Technologies (NICET) certification levels in the staffing tables. In lieu of the NICET certification requirements, the Sponsor may accept evidence that the person proposed for employment (1) has satisfactorily performed similar duties as a former NYS Department of Transportation (NYSDOT) employee or (2) has a combination of education and appropriate experience commensurate with the scope of the position in question.

Technicians employed by the **Consultant** that perform field inspection of Portland cement concrete shall possess a current certification from the American Concrete Institute (ACI) as a Concrete field-testing Technician-Grade 1, or have completed all of the following NICET work elements, which are equivalent to the ACI certification:

<u>NICET LEVEL</u>	<u>NICET CODE</u>	<u>NICET WORK ELEMENT</u>
I	82019	Sample Fresh Concrete
I	82020	Slump Test
II	84068	Air Content, Pressure
II	84069	Air Content, Gravimetric
II	84070	Air Content, Volumetric
II	84076	Field Prepared Test Specimens

9.07 Scope of Services/Performance Requirements

A. Quality

The **Consultant** will enforce the specifications and identify in a timely manner to the **Sponsor** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

B. Record Keeping & Payments to the **Contractor**

- 1) All records must be kept in accordance with the directions of the **Sponsor and must be consistent with the requirements of the NYSDOT Manual of Uniform Recordkeeping (MURK)**. The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.
- 2) Any record plans, engineering data, survey notes or other data provided by the **Sponsor** should be returned to the **Sponsor** at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the **Consultant** will bear the endorsement of the **Consultant**. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.
- 3) The **Consultant** will check, and when acceptable, approve all structural shop drawings.
- 4) The **Consultant** must submit the final estimate of the contract to the **Sponsor** after the date of acceptance of the contract. All project records must be cataloged, indexed, packaged, and delivered to the **Sponsor** after the date of the acceptance of the contract.

Health & Safety/Work Zone Traffic Control

- 1) The **Consultant** must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per **Sponsor** policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any **Contractor** oversight or disregard of project safety requirements.
- 2) The **Consultant** is responsible for monitoring the **Contractor's** and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

Monitoring Equal Opportunity/Labor Requirements

The **Consultant** must assign to one individual the responsibility of monitoring the **Contractor's** adherence to Equal Opportunity and Labor requirements contained in

the contract. When monitoring the **Contractor's** Equal Opportunity and Labor compliance, the **Consultant** will utilize the guidance contained in the contract, standard specifications and the **Sponsor's** policies. The **Consultant** is also to input required disadvantaged business enterprise (DBE) information into the NYSDOT maintained Equitable Business Opportunities (EBO) database.

Section 10 - Estimating and Technical Assumptions

[NOTE: Use this section to list all pertinent information to help define the work to be performed by the Consultant. A list of assumptions has been included, but this list should not be viewed as an all-inclusive list or as a limit as to what can/should be included. Once the Scope of Services is prepared, and agreed upon and understood by both the Consultant and the Sponsor, effort (hours) and cost negotiations can be completed.]

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- Section 8 Construction Support will include but not be limited to:
- Providing technical support during construction on questions relating to the design.
 - Review of shop drawings (if necessary).

Estimate six (3) requests that require effort will be made during the construction phase of the project.

- Section 9 Construction Inspection will include but not be limited to:
- Providing on-site construction inspection and oversight to ensure the quality of construction and conformity with the final plans and specifications.
 - Preparation of as-built plans.

Materials testing costs and plant inspection costs are estimated. Should costs exceed those as estimated, and cannot be contained within the existing Agreement, a Supplemental Agreement will be executed to address these costs.

It is assumed that the following inspections/tests will be performed by NYSDOT:

- Concrete In-Plant
- Asphalt In-Plant

No costs have been included for these services. Should they become necessary, a Supplemental Agreement will be executed to address these costs.

Estimate construction will be completed by June 15, 2022.

10.02 Technical Assumptions

- ALL record keeping will be according to MURK with the use of Appia Construction Administration Software, including materials approvals.

- The Construction Inspection Services will be performed to determine general conformity with the Contract Documents. The **Contractor** is ultimately and solely responsible for the quality and the timeliness of the constructed Project.
- A full-time Resident Engineer will be assigned by the **Consultant** for the duration of the Project.

C&S Engineers, Inc.
THREE BRIDGE PREVENTATIVE MAINTENANCE
ONEIDA COUNTY
PIN 2754.44

	<u>CONST.</u> <u>SUPPORT</u> <u>SECTION 1</u> <u>SECTION 8</u>	<u>CONST.</u> <u>INSPECTION</u> <u>SECTION 9</u>	Total
Item IA, Specific Hourly Rates Straight Time (estimated) Hours Subject to Audit	\$ -	\$ 16,863.65	\$ 16,863.65
Item IA, Specific Hourly Rates Overtime (estimated) Hours Subject to Audit	\$ -	\$ -	\$ -
Item II, Direct Non-Salary Cost (estimated) Subject to Audit	\$ -	\$ -	\$ -
Item II, Direct Non-Salary Cost (estimated) Subject to Audit (Sub-Contractor Cost)	\$ -	\$ -	\$ -
Item II, Direct Non-Salary Cost (estimated) Subject to Audit (Sub-Consultant Cost)	\$ -	\$ -	\$ -
Item III, Goods Purchased Under this Project to Become Property of Municipality	\$ -	\$ -	\$ -
ITEM IV Total Estimated Cost	\$ -	\$ 16,863.65	\$ 16,863.65
	TOTAL COST NOT TO EXCEED		\$ 17,000.00

ATTACHMENT C, PAGE 2
 SPECIFIC HOURLY RATES
 C&S ENGINEERS, INC.

January 1, 2021 - December 31, 2021 (Firm's first fiscal year)

JOB TITLES	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES				STRAIGHT TIME	OVERTIME RATE	NIGHT WORK RATE	OVERTIME CATEGORY
		PRESENT (Jul/2020)	PROJECTED (Jul/2021)	OVERHEAD	FEE				
TITLES AT OFFICE OVERHEAD RATE OF 167 %									
Service Group Manager	VIII (A)	82.80	85.28	142.42	25.05	252.75	0.00	N/A	A
Department Manager	VII (A)	63.50	65.41	109.23	19.21	193.85	0.00	N/A	A
Managing Engineer	VI (A)	55.54	57.21	95.54	16.80	169.55	0.00	N/A	A
Chief Engineer	IV (A)	55.48	57.14	95.42	16.78	169.34	169.34	N/A	B
Senior Project Engineer	V (A)	46.63	48.03	80.21	14.11	142.35	142.35	N/A	B
Project Engineer	IV (A)	38.78	39.94	66.70	11.73	118.37	118.37	N/A	B
Engineer	III (A)	33.92	34.94	58.35	10.26	103.55	103.55	N/A	B
Staff Engineer	II/I (A)	30.32	31.23	52.15	9.17	92.55	109.88	N/A	C
Senior Project Designer	III (N)	39.42	40.60	67.80	11.92	120.32	142.86	N/A	C
Senior Designer	III (N)	33.02	34.01	56.80	9.99	100.80	119.67	N/A	C
Design Technician	III (N)	28.58	29.44	49.16	8.65	87.25	103.59	N/A	C
Designer	III (N)	26.90	27.71	46.28	8.14	82.13	97.51	N/A	C
CADD Operator	III (N)	24.00	24.72	41.28	7.26	73.26	0.00	N/A	A
Senior Construction Supervisor	IV (N)	68.75	70.81	118.25	20.80	209.86	0.00	N/A	A
Construction Supervisor	IV (N)	50.00	51.50	86.01	15.13	152.64	0.00	N/A	A
Project Manager	IV (N)	45.00	46.35	77.40	13.61	137.36	0.00	N/A	A
CPM Scheduler	IV (N)	50.00	51.50	86.01	15.13	152.64	152.64	N/A	B
Resident Engineer	IV (N)	45.77	47.14	78.72	13.84	139.70	139.70	N/A	B
Office Engineer	IV (N)	46.40	47.79	79.81	14.04	141.64	141.64	N/A	B
Chief Inspector	IV (N)	40.13	41.33	69.02	12.14	122.49	122.49	N/A	B
Senior Inspector	III (N)	40.62	41.84	69.87	12.29	124.00	147.22	N/A	C
Inspector	II (N)	33.07	34.06	56.88	10.00	100.94	119.85	N/A	C
Junior Inspector	I (N)	21.00	21.63	36.12	6.35	64.10	76.11	N/A	C
Student Technician II	N/A	19.00	19.57	32.68	5.75	58.00	68.86	N/A	C
Student Technician I	N/A	16.53	17.03	28.44	5.00	50.47	59.92	N/A	C
Senior Technical Admin	N/A	30.75	31.67	52.89	9.30	93.86	111.44	N/A	C
TITLES AT FIELD OVERHEAD RATE OF 131 %									
Service Group Manager	VIII (A)	82.80	85.28	111.72	21.67	218.67	0.00	N/A	A
Department Manager	VII (A)	63.50	65.41	85.69	16.62	167.72	0.00	N/A	A
Managing Engineer	VI (A)	55.54	57.21	74.95	14.54	146.70	0.00	N/A	A
Chief Engineer	IV (A)	55.48	57.14	74.85	14.52	146.51	146.51	N/A	B
Senior Project Engineer	V (A)	46.63	48.03	62.92	12.20	123.15	123.15	N/A	B
Project Engineer	IV (A)	38.78	39.94	52.32	10.15	102.41	102.41	N/A	B
Engineer	III (A)	33.92	34.94	45.77	8.88	89.59	89.59	N/A	B
Staff Engineer	II/I (A)	30.32	31.23	40.91	7.94	80.08	97.41	N/A	C
Senior Project Designer	III (N)	39.42	40.60	53.19	10.32	104.11	126.64	N/A	C
Senior Designer	III (N)	33.02	34.01	44.55	8.64	87.20	106.08	N/A	C
Design Technician	III (N)	28.58	29.44	38.57	7.48	75.49	91.83	N/A	C
Designer	III (N)	26.90	27.71	36.30	7.04	71.05	86.43	N/A	C
CADD Operator	III (N)	24.00	24.72	32.38	6.28	63.38	0.00	N/A	A
Senior Construction Supervisor	IV (N)	68.75	70.81	92.76	17.99	181.56	0.00	N/A	A
Construction Supervisor	IV (N)	50.00	51.50	67.47	13.09	132.06	0.00	N/A	A
Project Manager	IV (N)	45.00	46.35	60.72	11.78	118.85	0.00	N/A	A
CPM Scheduler	IV (N)	50.00	51.50	67.47	13.09	132.06	132.06	N/A	B
Resident Engineer	IV (N)	45.77	47.14	61.75	11.98	120.87	120.87	N/A	B
Office Engineer	IV (N)	46.40	47.79	62.60	12.14	122.53	122.53	N/A	B
Chief Inspector	IV (N)	40.13	41.33	54.14	10.50	105.97	105.97	N/A	B
Senior Inspector	III (N)	40.62	41.84	54.81	10.63	107.28	130.50	N/A	C
Inspector	II (N)	33.07	34.06	44.62	8.65	87.33	106.24	N/A	C
Junior Inspector	I (N)	21.00	21.63	28.34	5.50	55.47	67.47	N/A	C
Student Technician II	N/A	19.00	19.57	25.64	4.97	50.18	61.04	N/A	C
Student Technician I	N/A	16.53	17.03	22.31	4.33	43.67	53.12	N/A	C
Senior Technical Admin	N/A	30.75	31.67	41.49	8.05	81.21	98.78	N/A	C

NOTES:

OVERTIME POLICY: Time and a half for excess of 8 hours in a work day.

Overtime is reimbursable by the categories below only if the firm has a policy to pay overtime compensation.

Category A - No overtime compensation.

Category B - overtime compensated at straight time

Category C - overtime compensated at straight time rate x 1.50

Overtime applies to hours worked in excess of the 40 hours per week

NIGHT WORK POLICY:

Night shift work will be compensated at 10% above regular pay for the hours worked in a night shift. Night shift work

is defined as any hours worked after 8:00pm and before 6:00am. For any work performed in an overtime capacity,

compensation will be paid at either the overtime rate or at the night shift work differential, whichever is higher, but

not at any combination of both rates. Night differential is reimbursable at a maximum of 10% only if the firm has

a policy to pay a night shift differential.

RATES:

Specific Hourly rates and all components of those rates are not subject to audit. The number of hours charged are subject to audit.

ATTACHMENT C, PAGE 3
 SPECIFIC HOURLY RATES
 C&S ENGINEERS, INC.
 January 1, 2022 - December 31, 2022 (Firm's second fiscal year)

JOB TITLES	ASCE (A) OR NICET (N)	AVERAGE HOURLY RATES				STRAIGHT TIME	OVERTIME RATE	NIGHT WORK RATE	OVERTIME CATEGORY
	GRADE	PRESENT Jul/2021	PROJECTED (May/2022)	OVERHEAD	FEE				
TITLES AT OFFICE OVERHEAD RATE OF 177 %									
Service Group Manager	VIII (A)	80.90	83.57	147.92	25.46	256.95	0.00	N/A	A
Department Manager	VII (A)	63.44	65.54	116.01	19.97	201.52	0.00	N/A	A
Managing Engineer	VI (A)	57.26	59.15	104.70	18.02	181.87	0.00	N/A	A
Chief Engineer	IV (A)	56.77	58.65	103.81	17.87	180.33	180.33	N/A	B
Senior Project Engineer	V (A)	47.37	48.94	86.62	14.91	150.47	150.47	N/A	B
Project Engineer	IV (A)	38.92	40.21	71.17	12.25	123.63	123.63	N/A	B
Engineer	III (A)	34.82	35.97	63.67	10.96	110.60	110.60	N/A	B
Staff Engineer	II/I (A)	31.08	32.11	56.83	9.78	98.72	116.54	N/A	C
Senior Project Designer	III (N)	39.54	40.85	72.30	12.45	125.60	148.27	N/A	C
Senior Designer	III (N)	33.33	34.43	60.94	10.49	105.86	124.97	N/A	C
Design Technician	III (N)	21.90	22.62	40.04	6.89	69.55	82.11	N/A	C
Designer	III (N)	27.62	28.53	50.50	8.69	87.72	103.56	N/A	C
CADD Operator	III (N)	0.00	0.00	0.00	0.00	0.00	0.00	N/A	A
Senior Construction Supervisor	IV (N)	69.80	72.11	127.63	21.97	221.71	0.00	N/A	A
Construction Supervisor	IV (N)	52.25	53.98	95.54	16.45	165.97	0.00	N/A	A
Project Manager	IV (N)	46.35	47.88	84.75	14.59	147.22	0.00	N/A	A
CPM Scheduler	IV (N)	65.00	67.15	118.86	20.46	206.47	206.47	N/A	B
Resident Engineer	IV (N)	50.54	52.21	92.41	15.91	160.53	160.53	N/A	B
Office Engineer	IV (N)	47.65	49.23	87.14	15.00	151.37	151.37	N/A	B
Chief Inspector	IV (N)	44.08	45.54	80.61	13.88	140.03	140.03	N/A	B
Senior Inspector	III (N)	40.96	42.31	74.89	12.89	130.09	153.57	N/A	C
Inspector	II (N)	32.43	33.50	59.30	10.21	103.01	121.60	N/A	C
Junior Inspector	I (N)	20.50	21.18	37.49	6.45	65.12	76.88	N/A	C
Student Technician II	N/A	0.00	0.00	0.00	0.00	0.00	0.00	N/A	C
Student Technician I	N/A	18.09	18.69	33.08	5.69	57.46	67.84	N/A	C
Senior Technical Admin	N/A	31.32	32.36	57.28	9.86	99.50	117.46	N/A	C
TITLES AT FIELD OVERHEAD RATE OF 140 %									
Service Group Manager	VIII (A)	80.90	83.57	117.00	22.06	222.63	0.00	N/A	A
Department Manager	VII (A)	63.44	65.54	91.76	17.30	174.60	0.00	N/A	A
Managing Engineer	VI (A)	57.26	59.15	82.81	15.62	157.58	0.00	N/A	A
Chief Engineer	IV (A)	56.77	58.65	82.11	15.48	156.24	156.24	N/A	B
Senior Project Engineer	V (A)	47.37	48.94	68.52	12.92	130.38	130.38	N/A	B
Project Engineer	IV (A)	38.92	40.21	56.29	10.62	107.12	107.12	N/A	B
Engineer	III (A)	34.82	35.97	50.36	9.50	95.83	95.83	N/A	B
Staff Engineer	II/I (A)	31.08	32.11	44.95	8.48	85.54	103.36	N/A	C
Senior Project Designer	III (N)	39.54	40.85	57.19	10.78	108.82	131.50	N/A	C
Senior Designer	III (N)	33.33	34.43	48.20	9.09	91.72	110.83	N/A	C
Design Technician	III (N)	21.90	22.62	31.67	5.97	60.26	72.82	N/A	C
Designer	III (N)	27.62	28.53	39.94	7.53	76.00	91.84	N/A	C
CADD Operator	III (N)	0.00	0.00	0.00	0.00	0.00	0.00	N/A	A
Senior Construction Supervisor	IV (N)	69.80	72.11	100.95	19.04	192.10	0.00	N/A	A
Construction Supervisor	IV (N)	52.25	53.98	75.57	14.25	143.80	0.00	N/A	A
Project Manager	IV (N)	46.35	47.88	67.03	12.64	127.55	0.00	N/A	A
CPM Scheduler	IV (N)	65.00	67.15	94.01	17.73	178.89	178.89	N/A	B
Resident Engineer	IV (N)	50.54	52.21	73.09	13.78	139.08	139.08	N/A	B
Office Engineer	IV (N)	47.65	49.23	68.92	13.00	131.15	131.15	N/A	B
Chief Inspector	IV (N)	44.08	45.54	63.76	12.02	121.32	121.32	N/A	B
Senior Inspector	III (N)	40.96	42.31	59.23	11.17	112.71	136.19	N/A	C
Inspector	II (N)	32.43	33.50	46.90	8.84	89.24	107.84	N/A	C
Junior Inspector	I (N)	20.50	21.18	29.65	5.59	56.42	68.18	N/A	C
Student Technician II	N/A	0.00	0.00	0.00	0.00	0.00	0.00	N/A	C
Student Technician I	N/A	18.09	18.69	26.17	4.93	49.79	60.17	N/A	C
Senior Technical Admin	N/A	31.32	32.36	45.30	8.54	86.20	104.16	N/A	C

NOTES:

OVERTIME POLICY: Time and a half for excess of 8 hours in a work day.

Overtime is reimbursable by the categories below only if the firm has a policy to pay overtime compensation.

- Category A - No overtime compensation.
- Category B - overtime compensated at straight time
- Category C - overtime compensated at straight time rate x 1.50

Overtime applies to hours worked in excess of the 40 hours per week

NIGHT WORK POLICY:

Night shift work will be compensated at 10% above regular pay for the hours worked in a night shift. Night shift work is defined as any hours worked after 8:00pm and before 6:00am. For any work performed in an overtime capacity, compensation will be paid at either the overtime rate or at the night shift work differential, whichever is higher, but not at any combination of both rates. Night differential is reimbursable at a maximum of 10% only if the firm has a policy to pay a night shift differential.

RATES:

Specific Hourly rates and all components of those rates are not subject to audit. The number of hours charged are subject to audit.

C&S Engineers, Inc.
THREE BRIDGE PREVENTATIVE MAINTENANCE
ONEIDA COUNTY
PIN 2754.44

DIRECT NON-SALARY COSTS

1. Travel, Lodging and Subsistence (on site mileage)						
Per Diem			0 days @	35.00 per day		\$0.00
Man Months		Days/Month		Miles/Day		
0	x	22	x	60	x	\$ 0.560 = \$0.00
Total for Travel, Lodging & Subsistence						\$0.00
2. Owner's Protective Insurance						\$0.00
3. Expendable Equipment and Miscellaneous Expenses						
APPIA License						
Months		Days/Month				
						<u>\$0.00</u>
TOTAL DIRECT NON-SALARY COST						\$0.00

DIRECT SUB-CONTRACTOR COSTS

4. Materials Testing (Estimated)						
	<u>Amt.</u>	<u>Price</u>	<u>Total</u>			
Technician (Soil, Concrete, Asphalt) - per day charge	0	\$ 460.00	\$	-		
Concrete Cylinder Testing - per cylinder charge	0	\$ 20.00	\$	-		
Compaction Testing - per day charge	0	\$ 80.00	\$	-		
Soil Source Approval - per occurrence	0	\$ 1,800.00	\$	-		
Concrete In-Plant Inspection (by NYSDOT)	As needed	\$ -	\$	-		
Asphalt In-Plant Inspection (by NYSDOT)	As needed	\$ -	\$	-		
			\$	-		
Total for Materials Testing						<u>\$0.00</u>
TOTAL DIRECT SUB-CONTRACTOR COST						\$0.00

DIRECT SUB-CONSULTANT COST

1.		\$0.00
2.		
3.		
		<u> </u>
TOTAL DIRECT SUB-CONSULTANT COST		\$0.00

GOODS PURCHASED UNDER THIS PROJECT TO BECOME PROPERTY OF MUNICIPALITY

1.		\$0.00
2.		
3.		
		<u> </u>
TOTAL GOODS COST		\$0.00



C&S Engineers, Inc.
THREE BRIDGE PREVENTATIVE MAINTENANCE
ONEIDA COUNTY
PIN 2754.44

JOB TITLES	ASCE (A) OR NICET (N) GRADE	2022												(6)																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
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Service Group Manager	VIII (A)																Department Manager	VII (A)																Managing Engineer	VI (A)																CADD Operator	III (N)																Senior Construction Supervisor	IV (N)																Construction Supervisor	IV (N)	48				16	16	16									Project Manager	IV (N)	0															CPM Scheduler	IV (N)	0															CPM Scheduler **	IV (N)	0															Resident Engineer	IV (N)	0															Resident Engineer **	IV (N)	0															Office Engineer	IV (N)	0															Office Engineer **	IV (N)	0															Chief Inspector	IV (N)	48				24	24										Chief Inspector **	IV (N)	0															Senior Inspector	III (N)	0															Senior Inspector **	III (N)	0															Inspector	II (N)	0															Inspector **	II (N)	0															Junior Inspector	I (N)	0															Junior Inspector **	I (N)	0															Student Technician II	N/A	0															Student Technician II **	N/A	0															Student Technician I	N/A	0															Student Technician I **	N/A	0															Senior Technical Admin	N/A	48				16	16	16									Senior Technical Admin **	N/A	0															TOTALS		144	0	0	0	144	16,863.65	\$ 16,863.65	\$ 0.00	\$ 0.00	\$ 16,863.65	\$ 0.00	\$ 0.00	\$ 16,863.65	\$ 0.00
Department Manager	VII (A)																Managing Engineer	VI (A)																CADD Operator	III (N)																Senior Construction Supervisor	IV (N)																Construction Supervisor	IV (N)	48				16	16	16									Project Manager	IV (N)	0															CPM Scheduler	IV (N)	0															CPM Scheduler **	IV (N)	0															Resident Engineer	IV (N)	0															Resident Engineer **	IV (N)	0															Office Engineer	IV (N)	0															Office Engineer **	IV (N)	0															Chief Inspector	IV (N)	48				24	24										Chief Inspector **	IV (N)	0															Senior Inspector	III (N)	0															Senior Inspector **	III (N)	0															Inspector	II (N)	0															Inspector **	II (N)	0															Junior Inspector	I (N)	0															Junior Inspector **	I (N)	0															Student Technician II	N/A	0															Student Technician II **	N/A	0															Student Technician I	N/A	0															Student Technician I **	N/A	0															Senior Technical Admin	N/A	48				16	16	16									Senior Technical Admin **	N/A	0															TOTALS		144	0	0	0	144	16,863.65	\$ 16,863.65	\$ 0.00	\$ 0.00	\$ 16,863.65	\$ 0.00	\$ 0.00	\$ 16,863.65	\$ 0.00																	
Managing Engineer	VI (A)																CADD Operator	III (N)																Senior Construction Supervisor	IV (N)																Construction Supervisor	IV (N)	48				16	16	16									Project Manager	IV (N)	0															CPM Scheduler	IV (N)	0															CPM Scheduler **	IV (N)	0															Resident Engineer	IV (N)	0															Resident Engineer **	IV (N)	0															Office Engineer	IV (N)	0															Office Engineer **	IV (N)	0															Chief Inspector	IV (N)	48				24	24										Chief Inspector **	IV (N)	0															Senior Inspector	III (N)	0															Senior Inspector **	III (N)	0															Inspector	II (N)	0															Inspector **	II (N)	0															Junior Inspector	I (N)	0															Junior Inspector **	I (N)	0															Student Technician II	N/A	0															Student Technician II **	N/A	0															Student Technician I	N/A	0															Student Technician I **	N/A	0															Senior Technical Admin	N/A	48				16	16	16									Senior Technical Admin **	N/A	0															TOTALS		144	0	0	0	144	16,863.65	\$ 16,863.65	\$ 0.00	\$ 0.00	\$ 16,863.65	\$ 0.00	\$ 0.00	\$ 16,863.65	\$ 0.00																																		
CADD Operator	III (N)																Senior Construction Supervisor	IV (N)																Construction Supervisor	IV (N)	48				16	16	16									Project Manager	IV (N)	0															CPM Scheduler	IV (N)	0															CPM Scheduler **	IV (N)	0															Resident Engineer	IV (N)	0															Resident Engineer **	IV (N)	0															Office Engineer	IV (N)	0															Office Engineer **	IV (N)	0															Chief Inspector	IV (N)	48				24	24										Chief Inspector **	IV (N)	0															Senior Inspector	III (N)	0															Senior Inspector **	III (N)	0															Inspector	II (N)	0															Inspector **	II (N)	0															Junior Inspector	I (N)	0															Junior Inspector **	I (N)	0															Student Technician II	N/A	0															Student Technician II **	N/A	0															Student Technician I	N/A	0															Student Technician I **	N/A	0															Senior Technical Admin	N/A	48				16	16	16									Senior Technical Admin **	N/A	0															TOTALS		144	0	0	0	144	16,863.65	\$ 16,863.65	\$ 0.00	\$ 0.00	\$ 16,863.65	\$ 0.00	\$ 0.00	\$ 16,863.65	\$ 0.00																																																			
Senior Construction Supervisor	IV (N)																Construction Supervisor	IV (N)	48				16	16	16									Project Manager	IV (N)	0															CPM Scheduler	IV (N)	0															CPM Scheduler **	IV (N)	0															Resident Engineer	IV (N)	0															Resident Engineer **	IV (N)	0															Office Engineer	IV (N)	0															Office Engineer **	IV (N)	0															Chief Inspector	IV (N)	48				24	24										Chief Inspector **	IV (N)	0															Senior Inspector	III (N)	0															Senior Inspector **	III (N)	0															Inspector	II (N)	0															Inspector **	II (N)	0															Junior Inspector	I (N)	0															Junior Inspector **	I (N)	0															Student Technician II	N/A	0															Student Technician II **	N/A	0															Student Technician I	N/A	0															Student Technician I **	N/A	0															Senior Technical Admin	N/A	48				16	16	16									Senior Technical Admin **	N/A	0															TOTALS		144	0	0	0	144	16,863.65	\$ 16,863.65	\$ 0.00	\$ 0.00	\$ 16,863.65	\$ 0.00	\$ 0.00	\$ 16,863.65	\$ 0.00																																																																				
Construction Supervisor	IV (N)	48				16	16	16									Project Manager	IV (N)	0															CPM Scheduler	IV (N)	0															CPM Scheduler **	IV (N)	0															Resident Engineer	IV (N)	0															Resident Engineer **	IV (N)	0															Office Engineer	IV (N)	0															Office Engineer **	IV (N)	0															Chief Inspector	IV (N)	48				24	24										Chief Inspector **	IV (N)	0															Senior Inspector	III (N)	0															Senior Inspector **	III (N)	0															Inspector	II (N)	0															Inspector **	II (N)	0															Junior Inspector	I (N)	0															Junior Inspector **	I (N)	0															Student Technician II	N/A	0															Student Technician II **	N/A	0															Student Technician I	N/A	0															Student Technician I **	N/A	0															Senior Technical Admin	N/A	48				16	16	16									Senior Technical Admin **	N/A	0															TOTALS		144	0	0	0	144	16,863.65	\$ 16,863.65	\$ 0.00	\$ 0.00	\$ 16,863.65	\$ 0.00	\$ 0.00	\$ 16,863.65	\$ 0.00																																																																																					
Project Manager	IV (N)	0															CPM Scheduler	IV (N)	0															CPM Scheduler **	IV (N)	0															Resident Engineer	IV (N)	0															Resident Engineer **	IV (N)	0															Office Engineer	IV (N)	0															Office Engineer **	IV (N)	0															Chief Inspector	IV (N)	48				24	24										Chief Inspector **	IV (N)	0															Senior Inspector	III (N)	0															Senior Inspector **	III (N)	0															Inspector	II (N)	0															Inspector **	II (N)	0															Junior Inspector	I (N)	0															Junior Inspector **	I (N)	0															Student Technician II	N/A	0															Student Technician II **	N/A	0															Student Technician I	N/A	0															Student Technician I **	N/A	0															Senior Technical Admin	N/A	48				16	16	16									Senior Technical Admin **	N/A	0															TOTALS		144	0	0	0	144	16,863.65	\$ 16,863.65	\$ 0.00	\$ 0.00	\$ 16,863.65	\$ 0.00	\$ 0.00	\$ 16,863.65	\$ 0.00																																																																																																						
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Office Engineer	IV (N)	0															Office Engineer **	IV (N)	0															Chief Inspector	IV (N)	48				24	24										Chief Inspector **	IV (N)	0															Senior Inspector	III (N)	0															Senior Inspector **	III (N)	0															Inspector	II (N)	0															Inspector **	II (N)	0															Junior Inspector	I (N)	0															Junior Inspector **	I (N)	0															Student Technician II	N/A	0															Student Technician II **	N/A	0															Student Technician I	N/A	0															Student Technician I **	N/A	0															Senior Technical Admin	N/A	48				16	16	16									Senior Technical Admin **	N/A	0															TOTALS		144	0	0	0	144	16,863.65	\$ 16,863.65	\$ 0.00	\$ 0.00	\$ 16,863.65	\$ 0.00	\$ 0.00	\$ 16,863.65	\$ 0.00																																																																																																																																																																																											
Office Engineer **	IV (N)	0															Chief Inspector	IV (N)	48				24	24										Chief Inspector **	IV (N)	0															Senior Inspector	III (N)	0															Senior Inspector **	III (N)	0															Inspector	II (N)	0															Inspector **	II (N)	0															Junior Inspector	I (N)	0															Junior Inspector **	I (N)	0															Student Technician II	N/A	0															Student Technician II **	N/A	0															Student Technician I	N/A	0															Student Technician I **	N/A	0															Senior Technical Admin	N/A	48				16	16	16									Senior Technical Admin **	N/A	0															TOTALS		144	0	0	0	144	16,863.65	\$ 16,863.65	\$ 0.00	\$ 0.00	\$ 16,863.65	\$ 0.00	\$ 0.00	\$ 16,863.65	\$ 0.00																																																																																																																																																																																																												
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Senior Inspector	III (N)	0															Senior Inspector **	III (N)	0															Inspector	II (N)	0															Inspector **	II (N)	0															Junior Inspector	I (N)	0															Junior Inspector **	I (N)	0															Student Technician II	N/A	0															Student Technician II **	N/A	0															Student Technician I	N/A	0															Student Technician I **	N/A	0															Senior Technical Admin	N/A	48				16	16	16									Senior Technical Admin **	N/A	0															TOTALS		144	0	0	0	144	16,863.65	\$ 16,863.65	\$ 0.00	\$ 0.00	\$ 16,863.65	\$ 0.00	\$ 0.00	\$ 16,863.65	\$ 0.00																																																																																																																																																																																																																																																															
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NOTES:
** Overtime Hours
(1) Total Hours (straight time)
(2) Total Hours (overtime)
(3) Projected Specific Hourly Rate (straight time rate)
(4) Projected Specific Hourly Rate (overtime rate)
(5) Specific Hourly Rates (straight time)
(6) Specific Hourly Rates (over time)

TOTAL SALARIES - OVERTIME (2022) \$0.00
 TOTAL SALARIES - STRAIGHT TIME (2022) \$16,863.65
 TOTAL SALARIES - OVERTIME \$0.00
 TOTAL SALARIES - STRAIGHT TIME \$16,863.65



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

March 7, 2023

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

FN 20 23 103
PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

The Oneida County Child Advocacy Center (CAC) is currently located at 930 York Street, Utica, NY. This facility is owned by New York State and is part of the former Utica Psychiatric Center campus. New York State decided to cease operation and maintenance of the facility housing CAC therefore a new location for CAC operations must be secured.

On or about July 29, 2021, proposals were solicited for the lease of approximately 5,000 square feet of professional office space for the Child Advocacy Center ("CAC"). Special consideration was given to contiguous office space with close proximity to 800 Park Avenue, Utica, with private or semi-private off-street parking for at least 20 vehicles. On July 28, 2022, one proposal was received from 1415 Genesee Street Building, LLC, for approximately 5,040 square feet of office space at 1415 Genesee Street, Utica, NY 13501.

Following a detailed review of proposed floorplans, it was determined the proposed space would meet minimum requirements and the enclosed lease agreement was successfully negotiated. The proposed lease rate is \$64,915.20 annually (County 63.54%, State 17.22%, Federal 19.24%) for a five (5) year term with an option to renew for an additional five (5) years.

If acceptable, please forward the enclosed lease agreement to the Oneida County Board of Legislators for consideration.

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 3-9-23

Oneida Co. Department: Public Works

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

1415 GENESEE ST BLDG, LLC
1417 Genesee Street
Utica, New York 13501

Title of Activity or Service:

Lease of Office Space
1415 Genesee Street, Utica

Proposed Dates of Operation:

March 1, 2023 – February 29, 2028 (Initial Term)
March 1, 2028 – February 28, 2033 (Renewal)

Client Population/Number to be Served:

Summary Statements

- 1) **Narrative Description of Proposed Services:** Lease for office space at 1415 Genesee Street, Utica, for Child Advocacy Center operations with an initial five (5) year term includes a renewal term of an additional five (5) years. The initial proposed lease rate is \$64,915.20 (subject to escalations) annually (Federal 19.24%, State 17.22%, County 63.54%) for a five (5) year term with an option to renew for an additional five (5) years.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: ~\$689,287.23

Account #A6010.417

Oneida County Dept. Funding Recommendation: ~\$689,287.23

Proposed Funding Sources (Federal \$/ State \$/County \$): Federal \$132,618.86 (19.24%)
State \$118,695.26 (17.22%)
County \$437,973.10 (63.54%)

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

LEASE AGREEMENT

This Lease Agreement ("Lease"), dated _____, 2023, is made by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York with offices located at 800 Park Avenue, Utica, New York, 13501 ("Tenant") and 1415 Genesee Street Bldg., LLC, a New York domestic limited liability company with offices at 1417 Genesee Street, Utica, New York, 13501 ("Landlord"). Tenant and Landlord are referred to herein each as a "Party" and together as the "Parties."

WHEREAS, Tenant wishes to Lease the Premises from Landlord, as defined herein, and Landlord wishes to lease the Premises to Tenant.

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

1. Agreement to Lease and Payment: Landlord shall lease the Premises to Tenant and Tenant shall pay the Rent as required in this Lease.
2. Initial Term: The initial term of this Lease is five (5) years beginning on May 1, 2023 and expiring on April 30, 2028 ("Term").
3. Premises: The leased premises consists of approximately five thousand forty (5,040) square feet of space and the parking lot of that certain office building commonly known as 1415 Genesee Street located at 1415 Genesee Street, Utica, NY 13501 ("Premises").
4. Rent: During the Term of this Lease, and any extension thereof, Tenant shall pay rent to Landlord in monthly installments on or before the first day of each month as set forth below ("Rent"). All Rent shall be mailed or delivered to the address provided for Landlord above. The Rent payable by Tenant to Landlord shall be as follows:

Period	Yearly Rent	Monthly Rent
May 1, 2023 – April 30, 2024:	\$64,915.20	\$5,409.60
May 1, 2024 – April 30, 2025:	\$64,915.20	\$5,409.60
May 1, 2025 – April 30, 2026:	\$66,862.65	\$5,571.88
May 1, 2026 – April 30, 2027:	\$66,862.65	\$5,571.88
May 1, 2027 – April 30, 2028:	\$68,868.48	\$5,739.04

5. Option: Provided that Tenant is not in default of this Lease, Tenant shall have the option, in its sole discretion, to extend this Lease for an additional five (5) year term, such extended period to commence on May 1, 2028 and expire on April 30, 2033 ("Extended Term"). To exercise this option, Tenant shall send to Landlord written Notice of such exercise on or before December 1, 2027, time being of the essence. If Tenant exercises said option in accordance with the terms of this Section, the Extended Term shall be upon the same terms and conditions of this Lease except that Tenant shall have no right or option to extend the Term beyond the expiration of the Extended Period.

6. The Rent payable by Tenant to Landlord during the Extended Term shall be as follows:

Period	Yearly Rent	Monthly Rent
May 1, 2028 – April 30, 2029:	\$68,868.53	\$5,739.04
May 1, 2029 – April 30, 2030:	\$70,934.59	\$5,911.21
May 1, 2030 – April 30, 2031:	\$70,934.59	\$5,911.21
May 1, 2031 – April 30, 2032:	\$73,062.62	\$6,088.55
May 1, 2032 – April 30, 2033:	\$73,062.62	\$6,088.55

7. Exclusive Parking: Tenant shall have the exclusive use of the parking lot located at 1415 Genesee Street, Utica, New York, 13501.

8. Default: If Tenant fails to pay Rent within forty-five (45) days of Rent becoming due, Tenant shall pay to Landlord a late payment charge of five percent (5%), simple interest, each month until payment is received. Failure by Tenant to pay outstanding Rent within ninety (90) days of receiving a written Notice by Landlord demanding the same shall constitute a material breach of this Lease.

9. Additional costs. The Parties allocate responsibility for additional costs as follows:

(a) Landlord shall be responsible for any and all ground maintenance.

(b) Landlord shall be responsible for all taxes and charges against the Premises, subject to partial reimbursement of real property taxes and charges, as follows. For the 2022 and/or 2023 tax year (as applicable to the calendars of the following taxing jurisdictions), the County of Oneida assessed real property taxes against the Premises of \$1,505.94; the City of Utica assessed real property taxes against the Premises of \$3,027.57; the Utica City School District and Library assessed real property taxes against the Premises of \$3,037.46, and certain special district charges were charged in the amount of \$258.00, for combined real property taxes and charges of seven thousand eight hundred twenty-eight dollars and ninety-seven cents (\$7,828.97) (the "2023 Real Property Tax Amount"). Beginning with the Period March 1, 2024 through February 28, 2025 and continuing each year of the Term or Extended Term, Landlord shall no later than February 28th of such year provide Tenant with receipts showing proof of payment of City of Utica and County of Oneida real property taxes for the Premises for such current year (the "Current Year Taxes"). Should the Current Year Taxes exceed the 2023 Real Property Tax Amount, Tenant shall within forty-five days, pay Landlord the difference between the Current Year Taxes and the 2023 Real Property Tax Amount.

(c) Utilities. Throughout the Term and any Extended Term of this Lease, Tenant shall be responsible for all utilities servicing the Premises, including but not limited to electricity, water, natural gas, and sewer rents or charges. Landlord will meter or provide other mutually acceptable means of measuring the utilities servicing the Premises.

(d) Refuse. Tenant, at its expense, may place a refuse dumpster on the Premises in the rear of the parking lot or at a location agreed to by the Parties.

- (e) **Tenant's Maintenance.** Tenant shall be responsible for routine inspections, cleanings, and general preventative maintenance of the HVAC System at Tenant's sole cost and expense. Tenant shall keep the Premises in good condition and repair. Tenant shall be responsible for all maintenance as made necessary by ordinary wear and tear at, in or on the Premises as a result of the activities contemplated by this Lease. Without limiting the foregoing, Tenant's obligation shall include, without limitation: (i) the obligation to repair all damage caused by Tenant, its agents, employees, invitees and licensees to Premises and (ii) any maintenance, repair or replacement to the windows (including, without limitation, any solar film attached thereto). Should the work provided for in this paragraph become necessary, it may be performed by Landlord at Tenant's reasonable expense.
- (f) Tenant shall keep the Premises clean in a manner commensurate with the standards of similar office buildings located in Utica, New York. Upon the expiration or earlier termination of the Lease, Tenant shall surrender the Premises to Landlord in the same condition as when first occupied, reasonable wear and tear excepted. Tenant shall not commit or allow to be committed any waste or damage to any portion of the Premises.
- (g) **Landlord's Maintenance.** Landlord shall be responsible for the repair and maintenance of: heating, ventilation, and air conditioning system; plumbing systems; electrical systems; the fire sprinkler and alarm system; the roof and foundation of the Premises; and all structural elements of or improvements to the Premises, provided however, that Tenant shall be solely responsible for any repair, maintenance, or restoration required to the Premises as the result of the act or neglect of Tenant or Tenant's agents, employees, or contractors, beyond ordinary wear and tear.
- (h) Landlord shall maintain the Premises in compliance with the New York Uniform Fire Prevention and Building Code and all applicable laws, codes, and regulations.
- (i) Landlord shall furnish snow removal, grounds maintenance and landscaping to the Premises (including the parking lot), sidewalks, and all outside areas.
- (j) **Landlord's Improvements.** Landlord shall be responsible for constructing one medical exam area with sink, attached restroom, exam room, and waiting area. The location and size of the medical exam area shall be determined by Tenant. Work shall be complete no later than two weeks following the first day of the Term, time being of the essence.
10. **Occupancy:** Tenant shall use and occupy the Premises for office space for administrative offices, general office use, and medical examination uses (the "Permitted Use"). Tenant shall not do or permit anything to be done in or to the Premises that is contrary to any applicable law, code, rule or regulation. Tenant shall obtain and maintain, at Tenant's sole cost and expense, all applicable certificates, licenses and permits necessary to legally use and occupy the Premises for the Permitted Use.
11. **Alterations:** Tenant shall not make any structural changes in or to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. Permitted construction, installations, improvements, alterations, additions, and fixtures made, installed or placed in or to the Premises shall be and become Landlord's property and shall remain with the Premises subsequent to the expiration or sooner termination of this Lease without any cost or

expense to the Landlord. Tenant shall take good care of the Premises throughout the Term of this Lease

12. Term Expiration: Upon termination of this Lease, Tenant shall remove all of its movable personal property from the Premises, excluding fixtures, and shall surrender possession of the Premises and all keys and security codes to the Premises.

13. Successor(s): Unless otherwise stated, this Lease is binding on all persons who lawfully succeed to the rights or take the place of Landlord or Tenant. Landlord may sell or transfer Landlord's interest in the Premises with the prior written consent of Tenant, which shall not be unreasonably withheld, conditioned, or delayed. If the Premises is sold or transferred, the subsequent Purchaser or Transferee shall become responsible for Landlord's obligations under this Lease and Landlord shall be relieved of the same. Tenant may assign its interest in this Lease and/or sublet all or any portion of the Premises with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

14. Changes: This Lease may be changed or supplemented only by a writing signed by the Parties.

15. Quiet Enjoyment: The Landlord agrees that if Tenant pays the Rent and is not in default under this Lease beyond any applicable notice and/or cure provision, Tenant may peaceably and quietly have, hold and enjoy the Premises for the Term and any Extended Term of this Lease. This Lease shall be subordinate to all mortgages that hereafter affect the Premises; and Tenant shall execute any and all documents necessary to evidence this provision upon review and approval by tenant, which such approval shall not be unreasonably withheld, conditioned, or delayed.

16. No Representations By Landlord: Neither Landlord nor Landlord's agent have made any promises or representations concerning the condition or size of the Premises. Tenant has inspected the Premises, is satisfied with same, and accepts the Premises in its "as-is" condition.

17. Condemnation:

(a) If there shall be a total taking of the Premises in condemnation proceedings or by any right of eminent domain, this Lease shall terminate as of the date of taking of title by the condemning authority and all Rent shall be prorated and paid as of such date. If there shall be a taking of any material portion of the Premises (whether or not the Premises are affected by such taking), then Landlord or Tenant may elect to terminate this Lease upon giving Notice to the other within ten (10) days after the date of taking of title by the condemning authority. If either Landlord or Tenant shall give a termination Notice as aforesaid, then the Lease shall be deemed terminated as of the date of such Notice and all Rent shall be prorated and paid as of such termination date. In the event of a taking of the Premises which does not result in the termination of this Lease: (i) the term and estate hereby granted with respect to the taken part of the Premises shall terminate as of the date of taking of possession by the condemning authority and all Rent shall be appropriately abated for the period from such date; and (ii) Landlord shall with reasonable diligence restore the remaining portion of the Premises (exclusive of Tenant's Property) as nearly as practicable to its condition prior to such taking.

- (b) In the event of any taking of all or a part of the Premises by a condemnation proceeding by Tenant, Landlord shall be entitled to receive the entire award in the condemnation proceeding, including, without limitation, any award made for the value of the estate vested by this Lease in Tenant or any value attributable to the unexpired portion of the Term, and Tenant hereby assigns to Landlord any and all right, title, and interest of Tenant now or hereafter arising in or to any such award or any part thereof, and Tenant shall be entitled to receive no part of such award. In the event of any taking of all or a part of the Premises by a condemnation proceeding by a condemning authority other than Tenant, Tenant shall have the right to intervene in any such condemnation proceeding to claim or receive from the condemning authority any compensation to which Tenant may otherwise lawfully be entitled.
- (c) If all or any part of the Premises shall be taken for a limited period, Tenant shall be entitled, except as hereinafter set forth, to that portion of the award for such taking which represents compensation for the use and occupancy of the Premises, for the taking of Tenant's property and for moving expenses, and Landlord shall be entitled to that portion which represents reimbursement for the cost of restoration of the Premises. This Lease shall remain unaffected by such taking and Tenant and Landlord shall continue to be responsible for all of their obligations under this Lease to the extent that such obligations are not affected by such taking, provided however that Rent shall be abated for the period of time of such taking. If the period of temporary use or occupancy shall extend beyond the Term, that part of the award which represents compensation for the use and occupancy of the Premises shall be apportioned between Landlord and Tenant as of the Term's expiration.
- (d) In the event of any taking which does not result in termination of this Lease: (i) Landlord, whether or not the award from such taking is sufficient therefor, shall proceed with reasonable diligence to repair the remaining parts of the Premises, other than those parts of the Premises which constitute Tenant's property to substantially their former condition to the extent that the same may be feasible (subject to reasonable changes) and so as to constitute a complete and rentable building; and (ii) Tenant, whether or not any award shall be sufficient therefor, shall proceed with reasonable diligence to repair the remaining parts of the Premises which constitute Tenant's Property, to substantially their former condition to the extent that the same may be feasible (subject to reasonable changes).

18. Casualty:

- (a) If the Premises shall be damaged by fire or other casualty (each, a "Casualty") and if this Lease is not terminated as provided below, then Landlord shall repair and restore the Premises within thirty (30) days after Notice to Landlord of the Casualty.
- (b) If all or part of the Premises shall be rendered untenable by reason of a Casualty, the Rent shall be abated in proportion to the untenable area of the Premises as compared to the total area of the Premises for the period from the date of the Casualty to the earlier of: (i) the date the Premises is made tenantable; or (ii) the date Tenant or any subtenant reoccupies a portion of the Premises for the ordinary conduct of business, in which case the Rent allocable to such reoccupied portion shall be payable by Tenant from the date of such occupancy. Notwithstanding the foregoing, if by reason of any act or omission by Tenant, any subtenant or any of their

respective partners, directors, officers, servants, employees, agents or contractors, Landlord shall be unable to collect all of the insurance proceeds (including, without limitation, rent insurance proceeds) applicable to the Casualty, then, without prejudice to any other remedies which may be available to Landlord, there shall be an abatement of Rent in direct proportion to such amount of proceeds not collected.

- (c) If by reason of a Casualty: (i) the Premises shall be totally damaged or destroyed; (ii) the Premises shall be so damaged or destroyed that Landlord's repair or restoration shall require more than thirty (90) days as certified by a licensed engineer, or the expenditure of more than eighty percent (80%) of the full insurable value of the Premises (which, for purposes of this subparagraph, shall mean replacement cost less the cost of footings, foundations and other structures below the street) immediately prior to the Casualty; or (iii) more than thirty percent (30%) of the Premises shall be damaged or destroyed (as estimated by a licensed engineer designated by Landlord), then in any such case, Landlord or Tenant may terminate this Lease by Notice given to the other within ten (10) days after the Casualty.
- (d) Landlord shall not be obligated to carry any insurance on, nor repair or replace, Tenant's personal property. Tenant shall look solely to its insurance for recovery of any damage to or loss of Tenant's personal property. Tenant shall notify Landlord promptly of any Casualty in or affecting the Premises.
- (e) This Section shall be deemed an express agreement governing any damage or destruction of the Premises by Casualty, and Real Property Law § 227 providing for such a contingency in the absence of an express agreement, and any other law of like import now or hereafter in force, shall have no application.

19. Notices: All notices, demands, consents, approvals, advices, waivers or other communications which may be or are required to be given by either Party to the other under this Lease (each a "Notice") shall be in writing and shall be delivered to:

For Landlord: 1415 Genesee Street Bldg., LLC
1417 Genesee Street
Utica, New York 13501

With a copy to: Andrew J. Hobika, Esq.
1417 Genesee Street
Utica, New York 13501

For Tenant: County of Oneida
Commissioner of Public Works
5999 Judd Rd.
Oriskany, New York 13424

With a copy to: Oneida County Attorney
800 Park Avenue

Utica, New York 13501

Except as otherwise provided in this Lease, such delivery shall be made by: (a) the United States Postal Service, certified or registered mail, postage prepaid, return receipt requested; or (b) a nationally recognized overnight courier, and in each case addressed to the Party to be notified at the address for such Party specified in this Lease or such other place as the Party to be notified may from time to time designate in writing by at least twenty (14) days' notice to the notifying Party. Notices from Landlord may be given by Landlord's managing agent, if any. Notice shall be deemed to have been given on the date such Notice is actually received as evidenced by a written receipt or tracking slip therefor, and in the event of failure to deliver by reason of changed address of which no Notice was given or refusal to accept delivery, as of the date of such failure.

20. Severability: If any term or provision of this Lease, or the application thereof to any person or circumstances, shall be adjudged invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and shall remain enforceable to the extent permitted by law.
21. Certain Definitions: "Landlord" means only the owner, at the time in question, of the Premises, so that in the event of any transfer or transfers of title to the Premises or of Landlord's interest in a lease of the Premises, the transferor shall be and hereby is relieved and freed of all obligations of Landlord under this Lease accruing after such transfer, and it shall be deemed, without further agreement, that such transferee has assumed all obligations of Landlord during the period it is the holder of Landlord's interest under this Lease.
22. Survival: All obligations and liabilities of Landlord or Tenant to the other which accrued before the expiration or earlier termination of this Lease and all such obligations and liabilities which by their nature or under the circumstances can only be, or by the provisions of this Lease may be, performed after such expiration or earlier termination, shall survive the expiration or other termination of this Lease. Without limiting the generality of the foregoing, the rights and obligations of the Parties with respect to any indemnity under this Lease or the payment of Rent or other amounts payable under this Lease, shall survive the expiration or earlier termination of this Lease.
23. No Arbitration: No dispute relating to this Lease or the relationship of Landlord and Tenant under this Lease shall be resolved by arbitration.
24. Captions/Construction: The captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Lease to be drafted.
25. Broker: Tenant has not engaged a broker in connection with this Lease. Landlord engaged Signature Realty (the "Broker") in connection with this Lease. Each party shall indemnify and hold the other harmless from and against all loss, cost, liability and expense (including, without limitation, reasonable attorney's fees and disbursements) arising out of any claim for a commission or other compensation by any person other than Broker who has dealt with the indemnifying party in connection with this Lease. In the event this Lease is executed and delivered by both parties,

Landlord shall pay Broker a commission, if any, in accordance with a separate agreement. This provision does not create any third party beneficiary of this Lease.

26. Merger: Tenant acknowledges that Landlord has not made and is not making, and Tenant is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Lease. This Lease embodies the entire understanding between the Parties with respect to the subject matter hereof, and all prior agreements, understanding and statements, oral or written, with respect thereto are merged in this Lease.
27. Applicable Law: This Lease shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any principles of conflicts of laws.
28. Insurance: Tenant shall maintain commercial general liability insurance covering the Premises and Tenant's use thereof with a minimum limit of Two Million Dollars (\$2,000,000.00) for bodily injuries, death, or property damage per occurrence and a minimum limit of Two Million Dollars (\$2,000,000.00) in the aggregate, and naming Landlord as an additional insured. Tenant shall obtain and provide proof of such commercial general liability insurance throughout the Term or Extended Term of this Lease. Landlord shall maintain property damage insurance covering the Premises as well as commercial general liability insurance to include the parking lot, sidewalks, and outside area with a minimum limit of Two Million Dollars (\$2,000,000.00) for bodily injuries, death, or property damage per occurrence and a minimum limit of Two Million Dollars (\$2,000,000.00) in the aggregate.
29. Signage: Tenant shall be responsible for all costs associated with signage to be installed, erected, or placed by Tenant on the interior or exterior of the Premises. Tenant may not erect, install, or place any signs or awnings on the exterior of the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, and hereby agrees to comply with any and all applicable municipal laws and/or codes relating to the same. Tenant, at Tenant's sole cost and expense, shall remove and/or discharge all violations and citations that may hereafter be imposed on the Premises caused by or resulting from Tenant's acts, use, occupation or existence in the Premises. Tenant shall comply with all laws, codes, rules and regulations applicable to the Premises and Tenant's use thereof.
30. Indemnification: Tenant shall, at Tenant's sole cost and expense, indemnify, defend, and hold harmless Landlord, Landlord's owners, partners, principals, members, employees and agents from and against all liabilities, losses, suits, claims, damages, actions, fines, fees and penalties (including actual attorneys' fees), incurred in connection with any claims, actions or proceedings brought, arising from or asserted against Landlord or the Premises as a result of any accident, injury, or death of Tenant, Tenant's customers, employees, guests, invitees, licensees, or any other persons (including workers), or loss of or damage to the Premises by theft, casualty or otherwise, occurring or claimed to have occurred in, on or about the Premises as a result of Tenant's negligence or willful misconduct. Landlord shall indemnify and hold Tenant harmless from and against all costs, damages, claims, liabilities and expenses (including reasonable attorney's fees) suffered by or claimed against Tenant arising out of or resulting from (i) any negligent act or omission of Landlord, its employees or agents, or (ii) any breach by Landlord in the performance or observance of its covenants or obligations under this Lease. The provisions of this Section shall survive the expiration or sooner termination of this Lease.

31. Nuisance Tenant: Tenant's employees, customers, invitees, assignees, sublessees or licensees shall not: (a) create excessive noise in, on, or around the Premises; (b) leave refuse or garbage around the Premises, except in receptacles or the refuse dumpster; (c) disturb any other tenant or occupant; or (d) create any other nuisance in, on or around the Premises.
32. Each Party represents to the other that: (i) it has the authority to execute, deliver and perform this Lease; (ii) the execution, delivery and performance of this Lease by it has been duly authorized by all necessary municipal or corporate action and no such further action is required; and (iii) it has duly and validly executed and delivered this Lease.
33. Counterparts: This Lease may be executed in counterparts, each of which shall constitute an original.

The Parties have made this Lease as of the date at the top of the first page.

bold

1415 Genesee Street Bldg., LLC

Andrew J. Hobika

Andrew Hobika, Managing Member

3/7/23
Date

bold

County of Oneida

Anthony J. Picente, Oneida County Executive

Date

APPROVED
ONEIDA COUNTY ATTORNEY

BY _____
ASST ONEIDA COUNTY ATTORNEY

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

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

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

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

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

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

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

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

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

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

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

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

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

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

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

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

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

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



Oneida County Department of Public Works
RFP #2022-320-Request for Proposal
Leased Office space
Attn: Mark Laramie

Dear Mr. Laramie,

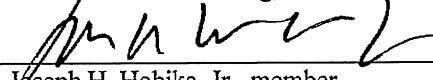
This is submitted in response to the above referenced RFP. My firm offers for lease 1415 Genesee St., Utica, NY 13501. Tax ID #318.64-3-31. The subject is a 5040 sf one-story brick office building with 20+ private parking spaces. The property includes all the items list in #4 of the RFP, including 4.1 through 4.17

<https://www.loopnet.com/Listing/1415-Genesee-St-Utica-NY/25401736/>

RFP:

5. All taxes levies are current.
6. The owner is willing to provide leasehold improvements and services that may be required by the tenant, the cost for which shall be included in the lease fee.
7. The owner offers an initial lease term of five years.
8. The building is immediately available.
- 9.1 1415 Genesee Street Building, LLC
- 9.2 1415 Genesee Street Building, LLC
- 9.3 1415 Genesee St., Utica, NY 13501

9.4 1415 Genesee Street Building, LLC

by  Date 7/28/22

Joseph H. Hobika, Jr., member

- 9.5 attached
- 9.6 available for immediate occupancy
- 9.7 base lease plus cost of required lease-hold improvements amortized over five-years

Respectfully submitted,

Patricia K. Virkler
Signature Realty Inc.
2 Campion Road
Suite 201 2nd floor,
New Hartford, NY 13413
PH:315-797-0007
Email(s): pmsignature@gmail.com,
PatriciaVirkler@Signaturerealtyinc.com

By: _____
Name:



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

March 9, 2023

FN 20 23-104

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Attached for your approval is a lease renewal with Adirondack Railway Preservation Society for use of office space at 321 Main Street, Utica (Union Station). The leased space is used for administrative offices, ticket sales, and a gift shop.

The terms of this renewal agreement are for a period of five (5) years commencing January 1, 2023 and ending December 31, 2027. The annual rate is \$9,000.00 for each year which is a 46% increase over 2022 rates. The total value will be \$45,000.00 over the life of the lease.

If you agree with the renewal terms, please forward the enclosed lease agreement to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, PE
Commissioner

cc: Patrick Cassidy, Deputy Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 3-9-23

Oneida Co. Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Adirondack Railway Preservation Society, Inc.
321 Main Street,
Utica, NY 13501

Title of Activity or Service: Lease Agreement
Proposed Dates of Operation: 1/1/2023 – 12/31/2027
Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

The Adirondack Railway Preservation Society, Inc. leases office space at 321 Main Street, Utica (Union Station). The leased space is used for administrative offices, ticket sales, and a gift shop. The current lease expired on December 31, 2022. The proposed lease is for a five-year term, commencing January 1, 2023 and ending December 31, 2027. The proposed annual rate is \$9,000.00 for the first year and each successive year. The proposed rate is a 46% increase over the 2022 rate.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$0 (lessee will pay \$45,000.00) **Account #:** A1620

Oneida County Dept. Funding Recommendation: N/A
Proposed Funding Sources (Federal \$/ State \$/County \$): N/A

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

LEASE AGREEMENT

This Lease Agreement (“Lease”), effective January 1, 2023, is made by and between the County of Oneida (“Lessor”), a New York municipal corporation with offices at 800 Park Avenue, Utica, New York 13501 and Adirondack Railway Preservation Society, Inc. (“Lessee”), a New York not-for-profit corporation with its principal office at 330 Main Street, Suite 102, Utica New York, 13501. Lessor and Lessor are referred to herein each as a “Party” and together as the “Parties.”

WHEREAS, Lessor owns that certain space located in the Union Station Building, 321 Main Street, Utica, New York 13501 as depicted by the hash marked area shown on Exhibit A attached to and made a part hereof (“Premises”); and

WHEREAS, Lessor wishes to lease the Premises to Lessee and Lessee wishes to lease the Premises from Lessor.

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

LEASE OF THE PREMISES

1. Lessor shall lease the Premises to Lessee and Lessee shall pay the Rent as required in this Lease.

2. Lessee shall use the Premises for train ticket sales and an associated gift shop and offices in conjunction with Lessee’s business and for no other purpose.

LESSOR’S FACILITIES

3. 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, under or over the Premises it being agreed that this Lease is subject and subordinate to any and all such rights, easements and uses. Lessee shall occupy and use the Premises in a careful, safe and orderly manner so as not to interfere in any way with the maintenance or operation of the business of Lessor or of its licensees and tenants or with any structures or facilities appurtenant to the business of Lessor or its licensees and tenants.

TERM/RENT AND ADJUSTMENTS

4. Lessee shall hold the Premises for a term of five (5) years commencing on January 1, 2023 and ending December 31, 2027 unless sooner terminated as hereinafter provided.

5. During the term of the Lease the Lessee shall pay Lessor rent as follows:

<u>Period</u>	<u>Annual Payment</u>	<u>Monthly Payment</u>
January 1, 2023 – December 31, 2023	\$ 9,000.00	\$ 750.00

January 1, 2024 – December 31, 2024	\$ 9,000.00	\$ 750.00
January 1, 2025 – December 31, 2025	\$ 9,000.00	\$ 750.00
January 1, 2026 – December 31, 2026	\$ 9,000.00	\$ 750.00
January 1, 2027 – December 31, 2027	\$ 9,000.00	\$ 750.00

6. Such rent shall be payable to the Lessor in monthly payments the first of which is due January 1, 2023 with the remaining monthly payments due on the first day of each month thereafter.

7. If, during the term of the Lease, extraordinary events occur such as national or state directives and procedures that the Lessor is required to follow for security purposes, the Parties agree to further negotiations regarding rent increases over and above the rent in effect at the time based on additional operating costs experienced by the Lessor.

ASSIGNMENT

8. The Lessee shall not assign this Lease, or sublet the Premises or any part thereof, or make any alterations therein, or any additions thereto without the written consent of the Lessor. All additions, permanent fixtures or improvements which may be made by the Lessee, except movable office furniture or other removable fixtures, shall become the property of the Lessor and remain upon the Premises as a part thereof and be surrendered with the Premises at the termination of this Lease.

UTILITIES/SERVICES

9. Lessor agrees to furnish Lessee with heat and electricity. The Lessor also will provide janitorial services and maintenance of waiting room and public bathrooms, hallways and entrances. The Lessor will not maintain Lessee's space. Lessor further agrees to provide snowplowing and sidewalk clearing, sanding and salting of sidewalks, solid waste removal from dumpster containers and security for the common areas. Lessee shall not utilize electricity supplied to the Premises for electrical space heaters or air conditioning units or any additional electrical connections without written consent of Lessor. The Lessor shall not be responsible for any loss of income or suspension of Lessee's service due to a delay or loss of electric service to the Premises.

10. Lessee agrees to make available for use and energize an electrical Shore Connection System ("SCS") during the winter season to allow for more efficient rail operations. When the system is energized and deenergized is at Lessee's sole discretion. Lessor agrees to be responsible for all operating and maintenance costs associated with the SCS and repair costs if SCS is damaged. All maintenance or repair of the SCS must be approved by Lessee. The electrical supply for SCS is sub-metered, or otherwise calculated in a fashion mutually acceptable to the parties, and Lessor agrees to reimburse Lessee the actual cost of any electricity used. Lessee shall bill Lessor monthly. Lessee agrees to make reasonable attempts to keep the SCS operational however Lessor agrees to make no claim for damages or loss resulting from failure or unavailability of the SCS.

TELEPHONE SERVICE

11. The Lessee shall have the right to have telephone service installed at the Lessee's own expense. Lessee, upon termination of this Lease, shall have the right to remove any telephone(s) which are the Lessee's property on the Premises. Establishment of a telephone service shall first be approved by the Lessor to assure proper installation and location thereof and such approval shall not be unreasonably delayed, withheld or conditioned.

MACHINERY AND EQUIPMENT

12. The Lessee is hereby authorized to install all machinery and equipment for its operation on/at such Premises; such machinery and equipment installed by the Lessee shall at all times remain the property of the Lessee, notwithstanding the terms of Section 8 (ASSIGNMENT) and at no time will such items be considered a fixture or appurtenance of the Lessor's property. At the termination of the Lease and if the Lease is not renewed, the Lessee agrees to remove all items installed, and the Lessor agrees that the Lessee is so entitled. If such removal is not completed by the Lessee within a reasonable period of time, not to exceed thirty days, then the Lessor shall have the authority to so remove, charging the expense of such removal, as well as reasonable storage fee, to the Lessee. The Lessor shall have the option of pursuing its appropriate legal remedies to collect such expenses, or, following 120 days after such removal by the Lessor, the Lessor may sell any of such items in storage in order to pay for such expenses, forwarding the surplus if any, to the Lessee providing the Lessor must give the Lessee at least thirty (30) days written notice. In the event that any items attached to the realty are allowed to be removed, the Lessee shall put the Premises back in the condition that existed prior to their installation or in a manner acceptable to the Lessor.

ACCEPTANCE OF PREMISES/DUTY TO REPAIR

13. Lessee hereby accepts the Premises in the condition they are in at the beginning of this Lease, 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 Lease, and excepting such change in condition, order and repair as may be incident to the rehabilitation of the property, and to make reparations to the 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 the Lessee, or of any person or persons in the employ of the Lessee or persons acting on the authority or at the direction of the Lessee.

RENOVATIONS

14. It is agreed between the Parties that the Premises leased under this Lease can be renovated to suit the Lessee's needs and that the decision as to whether the Lessor or Lessee shall perform the work rests solely with the Lessor. It is mutually understood and agreed that the cost of such renovations will be borne fully by the Lessee. Such renovations may only be made by the Lessee following a review of and with the written approval by the Lessor of the proposed renovations, and such approval shall not be unreasonably delayed, withheld or conditioned. If, during such renovations, existing hazardous materials (i.e. asbestos) are discovered, then

abatement of such condition shall be made at the Lessee's expense in accordance with any applicable statutes, laws, ordinances, and permits.

ACCESS BY THE DISABLED

15. At all times during the term of this Lease, those portions of the Union Station property which are made available to the Lessee as an adjunct to or part of or along the way to the means of ingress and egress to the Premises shall remain accessible and safe for the use of Lessee's employees, agents and invitees who are disabled.

OPERATIONS

16. The Lessee shall have the right to operate within the Leased Premises train ticket sales and an associated gift shop and offices including associated exhibits, displays, and sales. No other unrelated activities are permitted.

ACCESS TO PREMISES BY LESSOR

17. 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 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 the Lessee's use and enjoyment of the Premises.

DAMAGES TO LESSEE'S PROPERTY

18. All personal property placed or moved in the Premises above described shall be at the risk of the Lessee or owner thereof, and Lessor shall not be liable for any damage to said personal property, or to the Lessee's employees, agents, or invitees arising from any cause (other than such causes as might be attributable to the negligence of the Lessor, or its agents or employees) or from any act of negligence of any co-tenant or occupants of the building or of any other person whosoever, as from any act of theft, vandalism, malicious mischief or similar occurrence.

DAMAGE TO LESSOR'S PROPERTY

19. The Lessee shall be responsible for all damages to the Premises caused by the negligence of Lessee or any of its agents, employees, or invitees and shall be further responsible for all damages caused to the Premises by the malfunctioning of any equipment or other property used by or in the possession of the Lessee and not the property of or in the care and custody of the Lessor. The Lessee shall report to the Lessor any damages to said Premises no later than the ten (10) days following the day upon which such damage was discovered.

RIGHT TO REPAIR

20. The Lessee reserves the right and agrees to repair said Premises within a reasonable period of time. Repairs to said Premises shall not be made without the approval of the

Lessor unless the total cost for each repair is less than One Hundred Dollars (\$100.00), and it is impractical to immediately secure such approval, and additional damages would result if not immediately repaired. Any damages due to the unreasonable delay of Lessor shall be reimbursed to Lessee by Lessor. Such approval shall not be unreasonably delayed, withheld or conditioned. Lessor shall be responsible for repairs to the furnace, structural and electrical systems of the building.

MAINTENANCE

21. Lessee shall be responsible for maintaining the Premises during the term of this Lease agreement in a neat and sanitary condition, and to regularly clean the Premises of litter and debris. Lessee agrees to be responsible for the deposit of the contents of trash receptacles into plastic bags and brought to the dumpster for disposal.

DESTRUCTION OF PREMISES

22. In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the term of this Lease, whereby said Premises shall be rendered untenable, then the Lessor shall have the right to render said Premises tenable by repairs to be completed within ninety (90) days therefrom. If said Premises are not rendered tenable within said time, it shall be the option of either Party hereto to terminate this Lease. The termination herein mentioned shall be made in writing by either Party hereto to the other at least fifteen (15) days from the actual termination date. If the Premises is rendered untenable by fire or other disaster or casualty during the term of this Lease or any subsequent renewal thereof, then the Lessee's obligation to pay rent hereunder shall be suspended as of the date that the Premises became untenable. The determination of what is tenable or untenable shall be made by a fire or building code inspector of Lessor's choosing.

INSURANCE

23. Lessee shall maintain commercial general liability insurance covering the Premises and Lessee's use thereof with a minimum limit of One Million Dollars (\$1,000,000.00) for bodily injuries, death, or property damage per occurrence and a minimum limit of Two Million Dollars (\$2,000,000.00) in the aggregate. Lessee shall maintain property damage insurance covering the Premises with a minimum limit of One Million Dollars (\$1,000,000.00) and a minimum limit of Two Million Dollars (\$2,000,000.00) in the aggregate. Lessee shall add Lessor to said insurance policies as a named additional insured and shall provide the Lessor with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificates to show Lessor as an additional insured and to provide that such coverage shall not be terminated without written prior notice to the Lessor of at least thirty (30) days.

24. In the event that the activities and operations of the Lessee shall change in such a substantial fashion as to pose an additional risk of liability, then the Lessor shall have the right to request from the Lessee, and Lessee shall purchase, an increase in the type and amount of liability coverage on its insurance policy.

25. The Lessee shall have the right to self-insure the coverage listed under this section with the consent of the Lessor, which consent shall not be unreasonably withheld and will notify the Lessor of Lessee's intention to do so.

LESSEE'S INDEMNIFICATION OF LESSOR

26. Lessee shall indemnify, defend, and hold harmless the Lessor from and against any and all liability, damages, expenses, costs, causes of action, suits, claims or judgments of any kind whatsoever, including but not limited to claims of third parties, arising from or out of the acts, omissions, negligence, misconduct or lack of care of the Lessee and/or the Lessee's agents, servants, employees, or invitees or a breach by Lessee of this Lease.

DEFAULT OF LESSEE

27. In the event that the Lessee defaults in the performance of any of the material covenants herein, it is mutually understood and agreed that the Lessor may terminate this Lease and re-enter said Premises and have sole possession of said Premises without resort to judicial process, or resort to any legal remedy available to it, including suing for all damages, including consequential damages, sustained as a result of Lessee's default.

NOTICES

28. 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. Notices to the Lessor shall be addressed to the County of Oneida, Department of Public Works, Division of Engineering, Oriskany, New York 13424. Notices to the Lessee shall be addressed to: Adirondack Railway Preservation Society, Inc., 330 Main Street, Suite 102, Utica New York, 13501.

NO WAIVER

29. The failure of either Party hereto to exercise any right, power or remedy provided under this Lease or otherwise available in respect hereof at law or in equity, or to insist upon compliance by the other Party hereto with its obligations hereunder, and any custom or practice of the Parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

TERMINATION

30. Either Party shall have the right to terminate this Lease at any time during the term or any continued term hereof by giving to the other Party at least sixty days (60) written notice of intention to terminate this Lease and upon the date of termination specified in such notice this Lease shall cease, terminate and come to an end. In the event of the expiration or termination of this Lease, whether under the provisions of this section or otherwise, Lessee shall quit and deliver possession of the Premises to Lessor on or before such date of expiration or termination.

TERMINATION IN EVENT OF CONDEMNATION

31. If the whole or any substantial part of the Premises shall be acquired or condemned by eminent domain, then the term of this Lease shall cease from the date of title vesting in such proceeding and Lessee shall have no claim for the value of any unexpired term of the Lease.

COMMON AREAS

32. Lessee shall have the right to use, in common with Lessor and others legally entitled thereto, the existing pedestrian entrances, hallway vestibules, walkways and rest rooms as shown on Exhibit A.

33. 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 Premises leased herein.

LAW

34. This Lease shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any principles of conflicts of laws. Any action or proceeding concerning this Lease shall be brought in a court of competent jurisdiction located in Oneida County, New York, and each Party agrees that such court is a convenient forum and waives any right to commence such action or proceeding in a different forum.

MERGER

35. Lessor has not made and is not making, and Lessee is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Lease. This Lease embodies the entire understanding between the Parties with respect to the subject matter hereof, and all prior agreements, understandings and statements, oral or written, with respect thereto are merged in this Lease.

JOINT USE

36. Lessor hereby reserves unto itself, its employees, tenants, invitees and licensees, at any time and at all times, the right to use jointly the waiting room and common areas, which right shall be superior to, and supersede, Lessee's use thereof in the event of any conflicting uses.

RELOCATION OF FACILITIES

37. Lessor shall retain the right to relocate the Leased Premises elsewhere within the building at no extra cost to Lessee. Lessee agrees to such relocation so long as the space and facilities provided for elsewhere in the building are approved by Lessee, such approval not to be unreasonably withheld, conditioned, or delayed.

BUSINESS SIGN AND SUPPORT INFORMATION

38. Lessee shall have the right to display one (1) business sign depicting the nature of Lessee's operation within Union Station, the exact location, character, color, size and wording to be approved in writing by Lessor subject to any necessary approvals, including by historic preservation authorities, if necessary, and such consent shall not be unreasonably delayed, withheld or conditioned.

39. Lessee shall display support information and promotional material within the Premises, the exact location, character, color, size and wording to be approved in writing by Lessor and such consent shall not be unreasonably delayed, withheld or conditioned.

AMENDMENTS AND MODIFICATIONS

40. This Lease may be modified or amended only in writing, duly authorized and executed by the Lessor and Lessee. It may not be modified or amended by oral agreements or understandings between the Parties.

SUCCESSORS IN INTEREST

41. This Lease shall be binding upon the Lessor and Lessee and upon any parties who in the future succeed to their interests.

SEVERABILITY

42. If any part of this Lease is invalid or illegal, then only that part shall be void and have no effect. All other parts of the Lease shall remain in full force and effect.

SURVIVAL

43. All obligations and liabilities of Lessor or Lessee to the other which accrued before the expiration or earlier termination of this Lease and all such obligations and liabilities which by their nature or under the circumstances can only be, or by the provisions of this Lease may be, performed after such expiration or earlier termination, shall survive the expiration or other termination of this Lease. Without limiting the generality of the foregoing, the rights and obligations of the Parties with respect to any indemnity under this Lease or the payment of rent or other amounts payable under this Lease shall survive the expiration or earlier termination of this Lease.

ADDENDUM

44. The addendum annexed as Exhibit B constitutes a part of the Lease and the Parties agree to be bound by such addendum as if stated fully herein.

AUTHORITY

45. Each Party represents to the other that: (i) it has the authority to execute, deliver and perform this Lease; (ii) the execution, delivery and performance of this Lease by it has been

duly authorized by all necessary municipal or corporate action and no such further action is required; and (iii) it has duly and validly executed and delivered this Lease.

CAPTIONS

46. The captions of the various paragraphs of this Lease are for convenience and reference purposes only. They are of no other effect.

COUNTERPARTS

47. This Lease may be executed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease agreement to be duly executed.

COUNTY OF ONEIDA

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

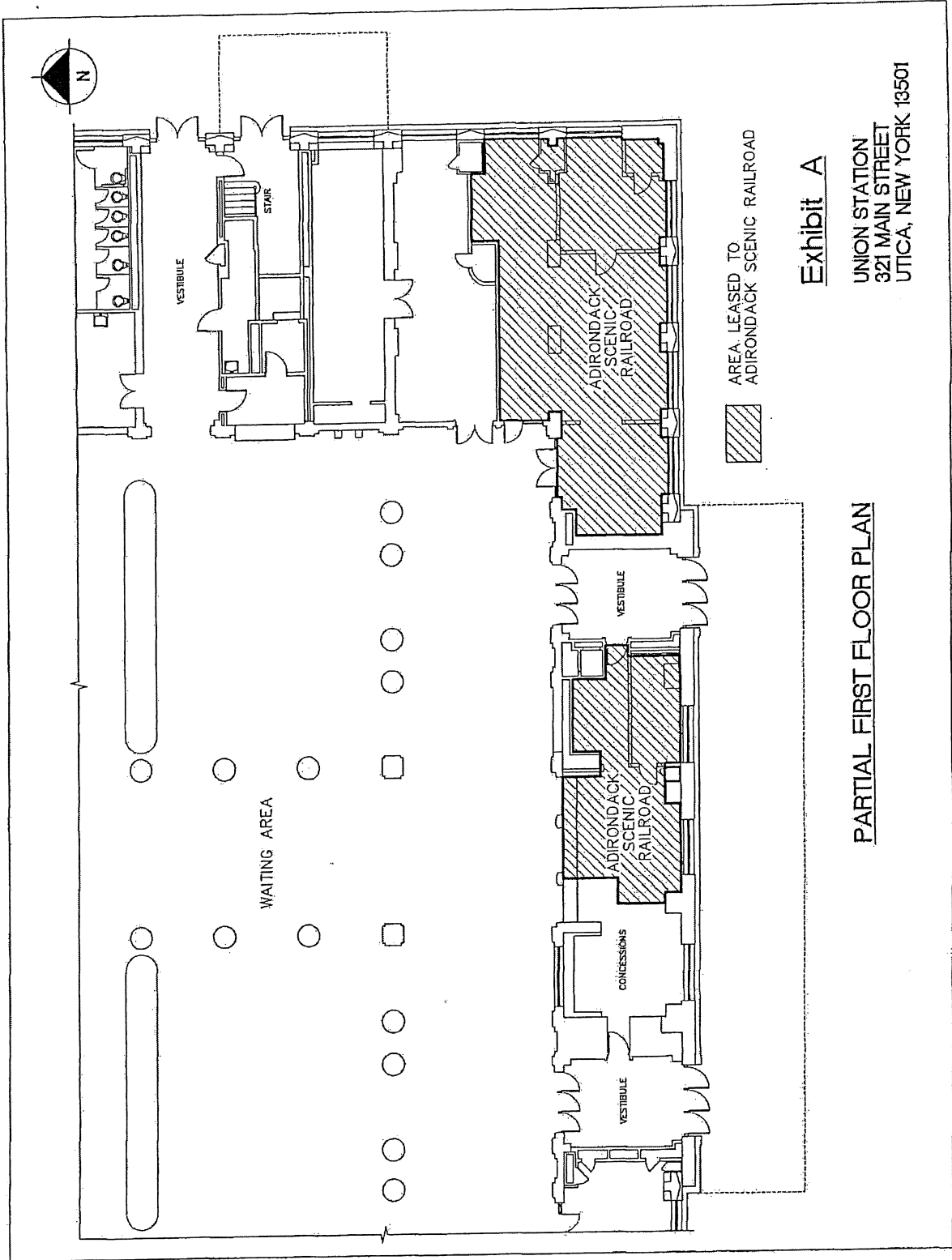
Date: _____

**ADIRONDACK RAILWAY PRESERVATION
SOCIETY, INC.**

By: Robert J. Hest Secretary
[insert name]
[insert title]

Date: 3-8-2023

EXHIBIT A



VESTIBULE

WAITING AREA

STAIR

CONCESSIONS

VESTIBULE

ADIRONDACK SCENIC RAILROAD

AREA LEASED TO
ADIRONDACK SCENIC RAILROAD

Exhibit A

PARTIAL FIRST FLOOR PLAN

UNION STATION
321 MAIN STREET
UTICA, NEW YORK 13501

EXHIBIT B

STANDARD ONEIDA COUNTY CONDITIONS

The Parties to the foregoing Lease, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Lease. As used herein, the term "Contract" shall refer to the Lease, the term "County" shall refer to the Lessor, and the term "Contractor" shall refer to the Lessee.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

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

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

1) Abide by the terms of the statement; and

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

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction.

Employers of convicted employees must provide notice, including position and title, to:

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

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

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

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

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

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

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

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

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

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

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

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 - i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

- c. The Contractor shall:
- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 - ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the

Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume

the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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

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

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

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:

- i. Upon all real property owned or leased by the County of Oneida;
and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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

Return of Organization Exempt From Income Tax
 Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
 Do not enter social security numbers on this form as it may be made public.
 Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047
2019
 Open to Public Inspection

A For the 2019 calendar year, or tax year beginning _____, and ending _____

B Check if applicable:
 Address change
 Name change
 Initial return
 Final return/terminated
 Amended return
 Application pending

C Name of organization: **ADIRONDACK RAILWAY PRESERVATION SOCIETY, INC.**
 Doing business as: _____
 Number and street (or P.O. box if mail is not delivered to street address): **330 MAIN ST**
 Room/suite: _____
 City or town, state or province, country, and ZIP or foreign postal code: **UTICA NY 13501**

D Employer identification number: **22-3074470**
E Telephone number: **315-724-0700**
G Gross receipts: **2,715,268**

F Name and address of principal officer:
BILL BRANSON
321 MAIN ST
UTICA NY 13501

H(a) Is this a group return for subordinates? Yes No
H(b) Are all subordinates included? Yes No
 If "No," attach a list. (see instructions)

I Tax-exempt status: 501(c)(3) 501(c) () (insert no.) 4947(a)(1) or 527

J Website: **WWW.ADIRONDACKRR.COM** **H(c)** Group exemption number: _____

K Form of organization: Corporation Trust Association Other **L** Year of formation: **1992** **M** State of legal domicile: **NY**

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: THE ORGANIZATION'S PURPOSE IS PROMOTING, PARTICIPATING IN AND CONTRIBUTING TO THE REHABILITATION, MAINTENANCE AND OPERATION OF THE ADIRONDACK CORRIDOR.		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	9
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	9
	5 Total number of individuals employed in calendar year 2019 (Part V, line 2a)	5	52
	6 Total number of volunteers (estimate if necessary)	6	0
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	67,197
b Net unrelated business taxable income from Form 990-T, line 39	7b	0	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year 290,939	Current Year 941,799
	9 Program service revenue (Part VIII, line 2g)	1,632,749	1,604,710
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	28	35
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	86,536	135,029
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	2,010,252	2,681,573
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0	0
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0	0
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	756,377	603,318
	16a Professional fundraising fees (Part IX, column (A), line 11e)	0	0
	b Total fundraising expenses (Part IX, column (D), line 25)	0	0
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	1,374,665	1,488,932
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	2,131,042	2,092,250	
19 Revenue less expenses. Subtract line 18 from line 12	-120,790	589,323	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year 1,071,423	End of Year 1,578,555
	21 Total liabilities (Part X, line 26)	765,760	666,660
	22 Net assets or fund balances. Subtract line 21 from line 20	305,663	911,895

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here Signature of officer: **BILL BRANSON** Date: _____
 Type or print name and title: **PRESIDENT**

Paid Preparer Use Only
 Print/Type preparer's name: **MARK STRONG, CPA** Preparer's signature: **MARK STRONG, CPA** Date: **11/13/20** Check if self-employed if PTIN: **P00294127**
 Firm's name: **CUOMO, WINTERS & SCHMIDT, CPAS, PLLC** Firm's EIN: **47-3999292**
 Firm's address: **6315 FLY RD STE 108 EAST SYRACUSE, NY 13057-9316** Phone no.: **315-471-0465**

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III [X]

1 Briefly describe the organization's mission:

THE ORGANIZATION'S PURPOSE IS PROMOTING, PARTICIPATING IN AND CONTRIBUTING TO THE REHABILITATION, MAINTENANCE, OPERATION AND PRESERVATION OF THE ADIRONDACK TRAVEL CORRIDOR.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? [] Yes [X] No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? [] Yes [X] No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 1,506,264 including grants of\$) (Revenue \$) THE ORGANIZATION'S PURPOSE IS PROMOTING, PARTICIPATING IN AND CONTRIBUTING TO THE REHABILITATION, MAINTENANCE, OPERATION AND PRESERVATION OF THE ADIRONDACK TRAVEL CORRIDOR.

4b (Code:) (Expenses \$ including grants of\$) (Revenue \$) N/A

4c (Code:) (Expenses \$ including grants of\$) (Revenue \$) N/A

4d Other program services (Describe on Schedule O.) (Expenses \$ including grants of\$) (Revenue \$)

4e Total program service expenses 1,506,264

Part IV Checklist of Required Schedules

		Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A	X	
2	Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I		X
4	Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? If "Yes," complete Schedule D, Part V		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI	X	
b	Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII		X
c	Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX		X
e	Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X	X	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X	X	
12a	Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII	X	
b	Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?		X
b	Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV		X
15	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If "Yes," complete Schedule F, Parts II and IV		X
16	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV		X
17	Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I (see instructions)		X
18	Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II		X
19	Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III		X
20a	Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21	Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II		X

Part IV Checklist of Required Schedules (continued)

		Yes	No
22	Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part II	X	
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? If "Yes," complete Schedule L, Part III		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? If "Yes," complete Schedule L, Part IV		X
b	A family member of any individual described in line 28a? If "Yes," complete Schedule L, Part IV		X
c	A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? If "Yes," complete Schedule L, Part IV		X
29	Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M	X	
31	Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
34	Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2		
36	Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note: All Form 990 filers are required to complete Schedule O.	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
1b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		X

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
	2a 52		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	X	
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	X	
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR)		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		
d	If "Yes," indicate the number of Forms 8282 filed during the year		
	7d		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12		
	10a		
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities		
	10b		
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders		
	11a		
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)		
	11b		
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?		
	12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year		
	12b		
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.		
	13a		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans		
	13b		
c	Enter the amount of reserves on hand		
	13c		
14a	Did the organization receive any payments for indoor tanning services during the tax year?		X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O		
	14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.		X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.		X
	16		

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI

Section A. Governing Body and Management

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year. If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		
1b	Enter the number of voting members included on line 1a, above, who are independent		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6	Did the organization have members or stockholders?	X	
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	X	
7b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
8a	The governing body?	X	
8b	Each committee with authority to act on behalf of the governing body?	X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O.		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		X
10b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
11b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13	X	
12b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	X	
12c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	X	
13	Did the organization have a written whistleblower policy?	X	
14	Did the organization have a written document retention and destruction policy?		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
15a	The organization's CEO, Executive Director, or top management official	X	
15b	Other officers or key employees of the organization	X	
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
16b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed **NY**

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain on Schedule O)

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records **▶**
 BILL BRANSON 330 MAIN ST NY 13501 315-724-0700
 UTICA

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
 - List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
 - List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
 - List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
 - List all of the organization's **former** directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- See instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) BILL BRANSON PRESIDENT	30.00 0.00	X		X				0	0	0
(2) ALLEN DUNHAM DIRECTOR	2.00 0.00	X						0	0	0
(3) JIM ELLIS DIRECTOR	2.00 0.00	X						0	0	0
(4) ROBERT HEST DIRECTOR	2.00 0.00	X						0	0	0
(5) AL HEYWOOD SECRETARY	2.00 0.00	X		X				0	0	0
(6) ED KENNEDY DIRECTOR	2.00 0.00	X						0	0	0
(7) FRANK KOBLISKI VICE PRESIDENT	2.00 0.00	X						0	0	0
(8) VINCE SPERRAZZA TREASURER	2.00 0.00	X		X				0	0	0
(9) PAUL TITTERTON DIRECTOR	2.00 0.00	X						0	0	0
(10)										
(11)										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
1b Subtotal										
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)										

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization

- 3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual
- 4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual
- 5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person

	Yes	No
3		X
4		X
5		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization 0

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a				
	b Membership dues	1b 67,391				
	c Fundraising events	1c				
	d Related organizations	1d				
	e Government grants (contributions)	1e 824,972				
	f All other contributions, gifts, grants, and similar amounts not included above	1f 110,436				
	g Noncash contributions included in lines 1a-1f	1g \$				
	h Total. Add lines 1a-1f		941,799			
	Program Service Revenue	2a TICKET SALES	Business Code 713990	1,604,710	1,604,710	
b						
c						
d						
e						
f All other program service revenue						
g Total. Add lines 2a-2f			1,604,710			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		35	35		
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
	6a Gross rents	(i) Real				
		(ii) Personal				
	b Less: rental expenses	6b				
	c Rental inc. or (loss)	6c				
	d Net rental income or (loss)					
	7a Gross amount from sales of assets other than inventory	(i) Securities				
		(ii) Other				
	b Less: cost or other basis and sales exps.	7b				
	c Gain or (loss)	7c				
	d Net gain or (loss)					
	8a Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18					
8a						
b Less: direct expenses		8b				
c Net income or (loss) from fundraising events						
9a Gross income from gaming activities. See Part IV, line 19						
	9a					
	b Less: direct expenses	9b				
c Net income or (loss) from gaming activities						
10a Gross sales of inventory, less returns and allowances						
	10a 100,892					
	b Less: cost of goods sold	10b 33,695				
c Net income or (loss) from sales of inventory		67,197		67,197		
Miscellaneous Revenue	11a MISCELLANEOUS	Business Code	67,832	67,832		
	b					
	c					
	d All other revenue					
	e Total. Add lines 11a-11d		67,832			
12 Total revenue. See instructions		2,681,573	1,672,577	67,197	0	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	521,960	318,941	203,019	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	24,808	15,159	9,649	
10 Payroll taxes	56,550	34,554	21,996	
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting				
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
12 Advertising and promotion	14,338	14,338		
13 Office expenses	12,391		12,391	
14 Information technology				
15 Royalties				
16 Occupancy	53,908	15,279	38,629	
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	19,220		19,220	
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	55,735	50,009	5,726	
23 Insurance	75,982	75,982		
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a RAILWAY EVENTS	541,505	541,505		
b ADMINISTRATION	440,251	174,361	265,890	
c MAINTENANCE OF WAY EXP	189,931	189,931		
d EQUIPMENT LEASE	40,034	30,568	9,466	
e All other expenses	45,637	45,637		
25 Total functional expenses. Add lines 1 through 24e	2,092,250	1,506,264	585,986	0
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year	
Assets	1	Cash—non-interest-bearing	253,211	1	108,520
	2	Savings and temporary cash investments	20,320	2	18,683
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net	109,029	4	63,867
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use	1,160	8	48,996
	9	Prepaid expenses and deferred charges	6,873	9	28,730
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	2,915,389	10a	
	10b	Less: accumulated depreciation	1,609,573	10b	
	11	Investments—publicly traded securities	672,768	10c	1,305,816
	12	Investments—other securities. See Part IV, line 11		11	
	13	Investments—program-related. See Part IV, line 11		12	
	14	Intangible assets		13	
	15	Other assets. See Part IV, line 11	8,062	14	
16	Total assets. Add lines 1 through 15 (must equal line 33)	1,071,423	15	3,943	
Liabilities	17	Accounts payable and accrued expenses	437,810	16	1,578,555
	18	Grants payable		17	416,962
	19	Deferred revenue		18	
	20	Tax-exempt bond liabilities		19	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		20	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons	68,500	21	
	23	Secured mortgages and notes payable to unrelated third parties		22	68,500
	24	Unsecured notes and loans payable to unrelated third parties	205,226	23	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	54,224	24	
	26	Total liabilities. Add lines 17 through 25	765,760	25	181,198
	Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			26
27		Net assets without donor restrictions	298,864	27	911,895
28		Net assets with donor restrictions	6,799	28	
Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			29		
29		Capital stock or trust principal, or current funds		30	
30		Paid-in or capital surplus, or land, building, or equipment fund		31	
31		Retained earnings, endowment, accumulated income, or other funds		32	
32	Total net assets or fund balances	305,663	33	911,895	
33	Total liabilities and net assets/fund balances	1,071,423		1,578,555	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	2,681,573
2	Total expenses (must equal Part IX, column (A), line 25)	2	2,092,250
3	Revenue less expenses. Subtract line 2 from line 1	3	589,323
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	305,663
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	16,910
9	Other changes in net assets or fund balances (explain on Schedule O)	9	-1
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	911,895

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
1	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
2c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.		X
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
3b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits		

**SCHEDULE A
(Form 990 or 990-EZ)**

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

**Open to Public
Inspection**

Name of the organization: **ADIRONDACK RAILWAY PRESERVATION SOCIETY, INC.** Employer identification number: **22-3074470**

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state:
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9 An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:
- 10 An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations:
 - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule A (Form 990 or 990-EZ) 2019

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)
 (Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)						12
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2019 (line 6, column (f) divided by line 11, column (f))	14	%
15 Public support percentage from 2018 Schedule A, Part II, line 14	15	%
16a 33 1/3% support test—2019. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
b 33 1/3% support test—2018. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
17a 10%-facts-and-circumstances test—2019. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
b 10%-facts-and-circumstances test—2018. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions <input type="checkbox"/>		

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	1,269,211	456,218	688,169	290,939	941,799	3,646,336
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose	1,390,845	1,451,768	1,396,988	1,658,924	1,672,577	7,571,102
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5	2,660,056	1,907,986	2,085,157	1,949,863	2,614,376	11,217,438
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						11,217,438

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
9 Amounts from line 6	2,660,056	1,907,986	2,085,157	1,949,863	2,614,376	11,217,438
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on	59,215	76,246	5,499	6,671	3,110	150,741
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)	2,719,271	1,984,232	2,090,656	1,956,534	2,617,486	11,368,179
14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ▶ <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

15 Public support percentage for 2019 (line 8, column (f), divided by line 13, column (f))	15	98.67%
16 Public support percentage from 2018 Schedule A, Part III, line 15	16	98.13%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2019 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2018 Schedule A, Part III, line 17	18	%

- 19a **33 1/3% support tests—2019.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization
- b **33 1/3% support tests—2018.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization
- 20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

- 1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in **Part VI** how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.
- 2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in **Part VI** how the organization determined that the supported organization was described in section 509(a)(1) or (2).
- 3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer (b) and (c) below.
- b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in **Part VI** when and how the organization made the determination.
- c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in **Part VI** what controls the organization put in place to ensure such use.
- 4a Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.
- b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in **Part VI** how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.
- c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in **Part VI** what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.
- 5a Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in **Part VI**, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).
- b **Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?
- c **Substitutions only.** Was the substitution the result of an event beyond the organization's control?
- 6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in **Part VI**.
- 7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).
- 8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).
- 9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in **Part VI**.
- b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in **Part VI**.
- c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in **Part VI**.
- 10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer 10b below.
- b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)

	Yes	No
1		
2		
3a		
3b		
3c		
4a		
4b		
4c		
5a		
5b		
5c		
6		
7		
8		
9a		
9b		
9c		
10a		
10b		

Part IV Supporting Organizations (continued)

- 11** Has the organization accepted a gift or contribution from any of the following persons?
- a** A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?
 - b** A family member of a person described in (a) above?
 - c** A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in **Part VI**.

	Yes	No
11a		
11b		
11c		

Section B. Type I Supporting Organizations

- 1** Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in **Part VI** how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.
- 2** Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in **Part VI** how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.

	Yes	No
1		
2		

Section C. Type II Supporting Organizations

- 1** Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in **Part VI** how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).

	Yes	No
1		

Section D. All Type III Supporting Organizations

- 1** Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?
- 2** Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in **Part VI** how the organization maintained a close and continuous working relationship with the supported organization(s).
- 3** By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in **Part VI** the role the organization's supported organizations played in this regard.

	Yes	No
1		
2		
3		

Section E. Type III Functionally-Integrated Supporting Organizations

- 1** Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).
- a** The organization satisfied the Activities Test. Complete **line 2** below.
 - b** The organization is the parent of each of its supported organizations. Complete **line 3** below.
 - c** The organization supported a governmental entity. Describe in **Part VI** how you supported a government entity (see instructions).

- 2** Activities Test. **Answer (a) and (b) below.**
- a** Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in **Part VI** identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.
 - b** Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in **Part VI** the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.
- 3** Parent of Supported Organizations. **Answer (a) and (b) below.**
- a** Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in **Part VI**.
 - b** Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in **Part VI** the role played by the organization in this regard.

	Yes	No
2a		
2b		
3a		
3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	

7 Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions		Current Year		
1	Amounts paid to supported organizations to accomplish exempt purposes			
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity			
3	Administrative expenses paid to accomplish exempt purposes of supported organizations			
4	Amounts paid to acquire exempt-use assets			
5	Qualified set-aside amounts (prior IRS approval required)			
6	Other distributions (describe in Part VI). See instructions.			
7	Total annual distributions. Add lines 1 through 6.			
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.			
9	Distributable amount for 2019 from Section C, line 6			
10	Line 8 amount divided by line 9 amount			
Section E - Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2019	(iii) Distributable Amount for 2019
1	Distributable amount for 2019 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2019 (reasonable cause required-explain in Part VI). See instructions.			
3	Excess distributions carryover, if any, to 2019			
a	From 2014			
b	From 2015			
c	From 2016			
d	From 2017			
e	From 2018			
f	Total of lines 3a through e			
g	Applied to underdistributions of prior years			
h	Applied to 2019 distributable amount			
i	Carryover from 2014 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4	Distributions for 2019 from Section D, line 7: \$			
a	Applied to underdistributions of prior years			
b	Applied to 2019 distributable amount			
c	Remainder. Subtract lines 4a and 4b from 4.			
5	Remaining underdistributions for years prior to 2019, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6	Remaining underdistributions for 2019. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7	Excess distributions carryover to 2020. Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	Excess from 2015			
b	Excess from 2016			
c	Excess from 2017			
d	Excess from 2018			
e	Excess from 2019			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Public Inspection Copy

(This area contains horizontal dotted lines for supplemental information.)

Schedule B

(Form 990, 990-EZ, or 990-PF)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2019

Name of the organization

ADIRONDACK RAILWAY PRESERVATION
SOCIETY, INC.

Employer identification number

22-3074470

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

501(c)(3) (enter number) organization

4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33¹/₃% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization
ADIRONDACK RAILWAY PRESERVATION

Employer identification number
22-3074470

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	\$ 20,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
.....	\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
.....	\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
.....	\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
.....	\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
.....	\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public Inspection

Name of the organization

ADIRONDACK RAILWAY PRESERVATION SOCIETY, INC.

Employer identification number

22-3074470

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows include: 1 Total number at end of year, 2 Aggregate value of contributions to (during year), 3 Aggregate value of grants from (during year), 4 Aggregate value at end of year, 5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?, 6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?

Part II Conservation Easements

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

Form with multiple sections: 1 Purpose(s) of conservation easements held by the organization (check all that apply), 2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year, 3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year, 4 Number of states where property subject to conservation easement is located, 5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?, 6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year, 7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year, 8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?, 9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

Form with sections: 1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items. b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items: (i) Revenue included on Form 990, Part VIII, line 1, (ii) Assets included in Form 990, Part X. 2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items: a Revenue included on Form 990, Part VIII, line 1, b Assets included in Form 990, Part X.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

- a** Public exhibition
- b** Scholarly research
- c** Preservation for future generations
- d** Loan or exchange program
- e** Other

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

c Beginning balance

d Additions during the year

e Distributions during the year

f Ending balance

	Amount
1c	
1d	
1e	
1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

Part V Endowment Funds.

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment %

b Permanent endowment %

c Term endowment %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

(i) Unrelated organizations

(ii) Related organizations

	Yes	No
3a(i)		
3a(ii)		
3b		

b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		17,099		17,099
b Buildings				
c Leasehold improvements				
d Equipment		2,898,290	1,609,573	1,288,717
e Other				

Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.) **1,305,816**

Part VII Investments – Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 12.)		

Part VIII Investments – Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 13.)		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.)	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) ACCRUED EXPENSES	181,198
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.)	181,198

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII.

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements		1	2,681,573
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
a	Net unrealized gains (losses) on investments	2a		
b	Donated services and use of facilities	2b		
c	Recoveries of prior year grants	2c		
d	Other (Describe in Part XIII.)	2d		
e	Add lines 2a through 2d		2e	
3	Subtract line 2e from line 1		3	2,681,573
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b		4c	
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)		5	2,681,573

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements		1	2,092,251
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
a	Donated services and use of facilities	2a		
b	Prior year adjustments	2b		
c	Other losses	2c		
d	Other (Describe in Part XIII.)	2d	1	
e	Add lines 2a through 2d		2e	1
3	Subtract line 2e from line 1		3	2,092,250
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b		4c	
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)		5	2,092,250

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART X - FIN 48 FOOTNOTE

FIN 48 FOOTNOTE

THE ORGANIZATION FOLLOWS GUIDANE IN THE INCOME TAX STANDARD REGARDING THE RECOGNITION OF UNCERTAIN TAX POSITIONS. THIS GUIDANCE PRESCRIBES A REGONITION THRESHOLD FOR THE FINANCIAL STATEMENT RECOGNITION OF TAX POSITIONS TAKEN OR EXPECTED TO BE TAKEN ON A TAX RETURN THAT ARE NOT CERTAIN TO BE REALIZED.

PART XII, LINE 2D - EXPENSE AMOUNTS INCLUDED IN FINANCIALS - OTHER

BOOK / TAX DEPRECIATION DIFFERENCE \$ 1

Part XIII Supplemental Information *(continued)*

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SCHEDULE L
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Transactions With Interested Persons

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 25a, 25b, 26, 27, 28a, 28b, or 28c, or Form 990-EZ, Part V, line 38a or 40b.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

Open To Public Inspection

Name of the organization **ADIRONDACK RAILWAY PRESERVATION**

Employer identification number

SOCIETY, INC.

22-3074470

Part I Excess Benefit Transactions (section 501(c)(3), section 501(c)(4), and 501(c)(29) organizations only)
Complete if the organization answered "Yes" on Form 990, Part IV, line 25a or 25b, or Form 990-EZ, Part V, line 40b.

1	(a) Name of disqualified person	(b) Relationship between disqualified person and organization	(c) Description of transaction	(d) Corrected?	
				Yes	No
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					

2 Enter the amount of tax incurred by the organization managers or disqualified persons during the year under section 4958 ▶ \$ _____

3 Enter the amount of tax, if any, on line 2, above, reimbursed by the organization ▶ \$ _____

Part II Loans to and/or From Interested Persons.

Complete if the organization answered "Yes" on Form 990-EZ, Part V, line 38a or Form 990, Part IV, line 26; or if the organization reported an amount on Form 990, Part X, line 5, 6, or 22.

(1)	(a) Name of interested person	(b) Relationship with organization	(c) Purpose of loan	(d) Loan to or from the org.?		(e) Original principal amount	(f) Balance due	(g) In default?		(h) Approved by board or committee?		(i) Written agreement?	
				To	From			Yes	No	Yes	No	Yes	No
(1)	GENE FALVO OPERATING LOAN	BOARD MEMBER		X		68,500	68,500		X		X		X
(2)													
(3)													
(4)													
(5)													
(6)													
(7)													
(8)													
(9)													
(10)													
Total							▶ \$	68,500					

Part III Grants or Assistance Benefiting Interested Persons.

Complete if the organization answered "Yes" on Form 990, Part IV, line 27.

(1)	(a) Name of interested person	(b) Relationship between interested person and the organization	(c) Amount of assistance	(d) Type of assistance	(e) Purpose of assistance
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
(9)					
(10)					

Part IV Business Transactions Involving Interested Persons.

Complete if the organization answered "Yes" on Form 990, Part IV, line 28a, 28b, or 28c.

	(a) Name of interested person	(b) Relationship between interested person and the organization	(c) Amount of transaction	(d) Description of transaction	(e) Sharing of org. revenues?	
					Yes	No
(1)						
(2)						
(3)						
(4)						
(5)						
(6)						
(7)						
(8)						
(9)						
(10)						

Public Inspection Copy

Part V Supplemental Information.

Provide additional information for responses to questions on Schedule L (see instructions).

**SCHEDULE M
(Form 990)**

Noncash Contributions

OMB No. 1545-0047

2019

**Open To Public
Inspection**

Department of the Treasury
Internal Revenue Service

- ▶ Complete if the organizations answered "Yes" on Form 990, Part IV, lines 29 or 30.
- ▶ Attach to Form 990.
- ▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization: **ADIRONDACK RAILWAY PRESERVATION SOCIETY INC.**

Employer identification number:
22-3074470

Part I Types of Property

	(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1 Art—Works of art				
2 Art—Historical treasures				
3 Art—Fractional interests				
4 Books and publications				
5 Clothing and household goods				
6 Cars and other vehicles				
7 Boats and planes				
8 Intellectual property				
9 Securities — Publicly traded				
10 Securities — Closely held stock				
11 Securities — Partnership, LLC, or trust interests				
12 Securities — Miscellaneous				
13 Qualified conservation contribution — Historic structures				
14 Qualified conservation contribution — Other				
15 Real estate — Residential				
16 Real estate — Commercial				
17 Real estate — Other				
18 Collectibles				
19 Food inventory				
20 Drugs and medical supplies				
21 Taxidermy				
22 Historical artifacts				
23 Scientific specimens				
24 Archeological artifacts				
25 Other ▶ ()				
26 Other ▶ ()				
27 Other ▶ ()				
28 Other ▶ ()				

29 Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part IV, Donee Acknowledgement

29

- 30a** During the year, did the organization receive by contribution any property reported in Part I, lines 1 through 28, that it must hold for at least three years from the date of the initial contribution, and which isn't required to be used for exempt purposes for the entire holding period?
- b** If "Yes," describe the arrangement in Part II.
- 31** Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions?
- 32a** Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions?
- b** If "Yes," describe in Part II.
- 33** If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.

	Yes	No
30a		X
31		X
32a		X

Part II **Supplemental Information.** Provide the information required by Part I, lines 30b, 32b, and 33, and whether the organization is reporting in Part I, column (b), the number of contributions, the number of items received, or a combination of both. Also complete this part for any additional information.

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SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2019

Open to Public
Inspection

Name of the organization **ADIRONDACK RAILWAY PRESERVATION
SOCIETY, INC.**

Employer identification number
22-3074470

FORM 990, PART III, LINE 4D - ALL OTHER ACCOMPLISHMENTS
THE ORGANIZATION'S PURPOSE IS PROMOTING, PARTICIPATING IN AND CONTRIBUTING
TO THE REHABILITATION, MAINTENANCE, OPERATION AND PRESERVATION OF THE
ADIRONDACK TRAVEL CORRIDOR.

FORM 990, PART VI, LINE 6 - CLASSES OF MEMBERS OR STOCKHOLDERS
THE ORGANIZATION HAS MEMBERS WHO PAY DUES.

FORM 990, PART VI, LINE 7A - ELECTION OF MEMBERS AND THEIR RIGHTS
THE MEMBERS ELECT OFFICERS AND DIRECTORS THROUGH BALLOTS

FORM 990, PART VI, LINE 11B - ORGANIZATION'S PROCESS TO REVIEW FORM 990
FORM 990 IS REVIEWED BY BOARD OF DIRECTORS PRIOR TO FILING.

FORM 990, PART VI, LINE 12C - ENFORCEMENT OF CONFLICTS POLICY
THE BOARD OF DIRECTORS UPDATES AND REVIEWS THE SIGNED CONFLICT OF INTEREST
STATEMENTS ON AN ANNUAL BASIS

FORM 990, PART VI, LINE 15A - COMPENSATION PROCESS FOR TOP OFFICIAL
THE SALARIES ARE DETERMINED BY THE BOARD AND BOARD DETERMINES RANGES BASED
ON SIMILAR NONPROFITS IN THE AREA

FORM 990, PART VI, LINE 15B - COMPENSATION PROCESS FOR OFFICERS
THE SALARIES ARE DETERMINED BY THE BOARD AND BOARD DETERMINES RANGES BASE
ON SIMILAR NON-PROFITS IN THE AREA.

Employer identification number

ADIRONDACK RAILWAY PRESERVATION

22-3074470

Public Inspection Copy

FORM 990, PART VII, LINE 19 - GOVERNING DOCUMENTS DISCLOSURE EXPLANATION
INFORMATION AVAILABLE THROUGH WEBSITE OR UPON REQUEST

FORM 990, PART XI, LINE 9 - OTHER CHANGES IN NET ASSETS EXPLANATION

BOOK / TAX DEPRECIATION DIFFERENCE \$ -1

2019

Open to Public Inspection for 501(c)(3) Organizations Only

Form 990-T

Exempt Organization Business Income Tax Return (and proxy tax under section 6033(e))

For calendar year 2019 or other tax year beginning and ending Go to www.irs.gov/Form990T for instructions and the latest information.

Department of the Treasury Internal Revenue Service

Do not enter SSN numbers on this form as it may be made public if your organization is a 501(c)(3).

A Check box if address changed B Exempt under section 501(c)(3) 408(e) 220(e) 408A 530(a) 529(a)

Name of organization ADIRONDACK RAILWAY PRESERVATION SOCIETY, INC. Number, street, and room or suite no. 330 MAIN ST City or town, state or province, country, and ZIP or foreign postal code UTICA NY 13501

D Employer identification number 22-3074470 E Unrelated business activity code 453220

C Book value of all assets at end of year 1,578,555

F Group exemption number G Check organization type 501(c) corporation 501(c) trust 401(a) trust Other trust

H Enter the number of the organization's unrelated trades or businesses. 1 Describe the only (or first) unrelated trade or business here Parts I-V. If more than one, describe the first in the blank space at the end of the previous sentence, complete Parts I and II, complete a Schedule M for each additional trade or business, then complete Parts III-V.

I During the tax year, was the corporation a subsidiary in an affiliated group or a parent-subsidary controlled group? Yes No

J The books are in care of BILL BRANSON Telephone number 315-724-0700

Table with 4 columns: Line number, Description, (A) Income, (B) Expenses, (C) Net. Rows include 1a Gross receipts or sales, 1c Balance, 2 Cost of goods sold, 3 Gross profit, 4a-4c Capital gain/loss, 5-12 Other income, 13 Total.

Table with 4 columns: Line number, Description, (A) Income, (B) Expenses, (C) Net. Rows include 14-27 Deductions, 28 Total deductions, 29-31 Unrelated business taxable income.

Part III Total Unrelated Business Taxable income

32	Total of unrelated business taxable income computed from all unrelated trades or businesses (see instructions)	32	4,110
33	Amounts paid for disallowed fringes	33	
34	Charitable contributions (see instructions for limitation rules)	34	
35	Total unrelated business taxable income before pre-2018 NOLs and specific deductions. Subtract line 34 from the sum of lines 32 and 33	35	4,110
36	Deductions for net operating loss arising in tax years beginning before January 1, 2018 (see instructions)	36	4,110
37	Total of unrelated business taxable income before specific deduction. Subtract line 36 from line 35	37	0
38	Specific deduction (Generally \$1,000, but see line 38 instructions for exceptions)	38	1,000
39	Unrelated business taxable income. Subtract line 38 from line 37. If line 38 is greater than line 37, enter the smaller of zero or line 37	39	0

Part IV Tax Computation

40	Organizations Taxable as Corporations. Multiply line 39 by 21% (0.21)	40	
41	Trusts Taxable at Trust Rates. See instructions for tax computation. Income tax on the amount on line 39 from: <input type="checkbox"/> Tax rate schedule or <input type="checkbox"/> Schedule D (Form 1041)	41	
42	Proxy tax. See instructions	42	
43	Alternative minimum tax (trusts only)	43	
44	Tax on Noncompliant Facility Income. See instructions	44	
45	Total. Add lines 42, 43, and 44 to line 40 or 41, whichever applies	45	0

Part V Tax and Payments

46a	Foreign tax credit (corporations attach Form 1118; trusts attach Form 1116)	46a	
b	Other credits (see instructions)	46b	
c	General business credit. Attach Form 3800 (see instructions)	46c	
d	Credit for prior year minimum tax (attach Form 8801 or 8827)	46d	
e	Total credits. Add lines 46a through 46d	46e	
47	Subtract line 46e from line 45	47	
48	Other taxes. Check if from: <input type="checkbox"/> Form 4255 <input type="checkbox"/> Form 8611 <input type="checkbox"/> Form 8697 <input type="checkbox"/> Form 8866 <input type="checkbox"/> Other (att. sch.)	48	
49	Total tax. Add lines 47 and 48 (see instructions)	49	0
50	2019 net 965 tax liability paid from Form 965-A or Form 965-B, Part II, column (k) line 3	50	
51a	Payments: A 2018 overpayment credited to 2019	51a	
b	2019 estimated tax payments	51b	
c	Tax deposited with Form 8868	51c	
d	Foreign organizations: Tax paid or withheld at source (see instructions)	51d	
e	Backup withholding (see instructions)	51e	
f	Credit for small employer health insurance premiums (attach Form 8941)	51f	
g	Other credits, adjustments, and payments: <input type="checkbox"/> Form 2439 <input type="checkbox"/> Form 4136 <input type="checkbox"/> Other Total	51g	
52	Total payments. Add lines 51a through 51g	52	
53	Estimated tax penalty (see instructions). Check if Form 2220 is attached	53	
54	Tax due. If line 52 is less than the total of lines 49, 50, and 53, enter amount owed	54	0
55	Overpayment. If line 52 is larger than the total of lines 49, 50, and 53, enter amount overpaid	55	
56	Enter the amount of line 55 you want: Credited to 2020 estimated tax <input type="checkbox"/> Refunded <input type="checkbox"/>	56	

Part VI Statements Regarding Certain Activities and Other Information (see instructions)

57	At any time during the 2019 calendar year, did the organization have an interest in or a signature or other authority over a financial account (bank, securities, or other) in a foreign country? If "YES," the organization may have to file FinCEN Form 114, Report of Foreign Bank and Financial Accounts. If "YES," enter the name of the foreign country here	Yes	No
58	During the tax year, did the organization receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "YES," see instructions for other forms the organization may have to file.		X
59	Enter the amount of tax-exempt interest received or accrued during the tax year		X

Sign Here Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer: _____ Date: _____ Title: **PRESIDENT**

May the IRS discuss this return with the preparer shown below (see instructions)? Yes No

Paid Preparer Use Only	Print/Type preparer's name MARK STRONG, CPA	Preparer's signature MARK STRONG, CPA	Date 11/13/20	Check <input type="checkbox"/> if self-employed <input type="checkbox"/> if PTIN P00294127
	Firm's name CUOMO, WINTERS & SCHMIDT, CPAS, PLLC	Firm's EIN 47-3999292		
	Firm's address 6315 FLY RD STE 108 EAST SYRACUSE, NY 13057-9316	Phone no. 315-471-0465		

Schedule A – Cost of Goods Sold. Enter method of inventory valuation **COST METHOD**

1 Inventory at beginning of year	1	1,160	6 Inventory at end of year	6	48,996
2 Purchases	2	81,531	7 Cost of goods sold. Subtract line 6 from line 5. Enter here and in Part I, line 2.	7	33,695
3 Cost of labor	3		8 Do the rules of section 263A (with respect to property produced or acquired for resale) apply to the organization?	Yes	No
4a Additional sec. 263A costs (attach schedule)	4a				
b Other costs (attach schedule)	4b				X
5 Total. Add lines 1 through 4b	5	82,691			

Schedule C – Rent Income (From Real Property and Personal Property Leased With Real Property)

(see instructions)

1. Description of property

- (1) N/A
- (2)
- (3)
- (4)

2. Rent received or accrued

(a) From personal property (if the percentage of rent for personal property is more than 10% but not more than 50%)	(b) From real and personal property (if the percentage of rent for personal property exceeds 50% or if the rent is based on profit or income)	3(a) Deductions directly connected with the income in columns 2(a) and 2(b) (attach schedule)
(1)		
(2)		
(3)		
(4)		
Total	Total	(b) Total deductions. Enter here and on page 1, Part I, line 6, column (B)

(c) Total income. Add totals of columns 2(a) and 2(b). Enter here and on page 1, Part I, line 6, column (A)

Schedule E – Unrelated Debt-Financed Income (see instructions)

1. Description of debt-financed property		2. Gross income from or allocable to debt-financed property	3. Deductions directly connected with or allocable to debt-financed property	
			(a) Straight line depreciation (attach schedule)	(b) Other deductions (attach schedule)
(1) N/A				
(2)				
(3)				
(4)				
4. Amount of average acquisition debt on or allocable to debt-financed property (attach schedule)	5. Average adjusted basis of or allocable to debt-financed property (attach schedule)	6. Column 4 divided by column 5	7. Gross income reportable (column 2 x column 6)	8. Allocable deductions (column 6 x total of columns 3(a) and 3(b))
(1)		%		
(2)		%		
(3)		%		
(4)		%		
Totals			Enter here and on page 1, Part I, line 7, column (A).	Enter here and on page 1, Part I, line 7, column (B).
Total dividends-received deductions included in column 8				

Schedule F – Interest, Annuities, Royalties, and Rents From Controlled Organizations (see instructions)

1. Name of controlled organization	2. Employer identification number	Exempt Controlled Organizations			
		3. Net unrelated income (loss) (see instructions)	4. Total of specified payments made	5. Part of column 4 that is included in the controlling organization's gross income	6. Deductions directly connected with income in column 5
(1) N/A					
(2)					
(3)					
(4)					

Nonexempt Controlled Organizations

7. Taxable Income	8. Net unrelated income (loss) (see instructions)	9. Total of specified payments made	10. Part of column 9 that is included in the controlling organization's gross income	11. Deductions directly connected with income in column 10
(1)				
(2)				
(3)				
(4)				

Add columns 5 and 10. Enter here and on page 1, Part I, line 8, column (A).
 Add columns 6 and 11. Enter here and on page 1, Part I, line 8, column (B).

Totals

Schedule G – Investment Income of a Section 501(c)(7), (9), or (17) Organization (see instructions)

1. Description of income	2. Amount of income	3. Deductions directly connected (attach schedule)	4. Set-asides (attach schedule)	5. Total deductions and set-asides (col. 3 plus col.4)
(1) N/A				
(2)				
(3)				
(4)				

Enter here and on page 1, Part I, line 9, column (A).

Enter here and on page 1, Part I, line 9, column (B).

Totals

Schedule I – Exploited Exempt Activity Income, Other Than Advertising Income (see instructions)

1. Description of exploited activity	2. Gross unrelated business income from trade or business	3. Expenses directly connected with production of unrelated business income	4. Net income (loss) from unrelated trade or business (column 2 minus column 3). If a gain, compute cols. 5 through 7.	5. Gross income from activity that is not unrelated business income	6. Expenses attributable to column 5	7. Excess exempt expenses (column 6 minus column 5, but not more than column 4).
(1) N/A						
(2)						
(3)						
(4)						

Enter here and on page 1, Part I, line 10, col. (A).

Enter here and on page 1, Part I, line 10, col. (B).

Enter here and on page 1, Part II, line 25.

Totals

Schedule J – Advertising Income (see instructions)

Part I Income From Periodicals Reported on a Consolidated Basis

1. Name of periodical	2. Gross advertising income	3. Direct advertising costs	4. Advertising gain or (loss) (col. 2 minus col. 3). If a gain, compute cols. 5 through 7.	5. Circulation income	6. Readership costs	7. Excess readership costs (column 6 minus column 5, but not more than column 4).
(1) N/A						
(2)						
(3)						
(4)						

Totals (carry to Part II, line (5))

Part II Income From Periodicals Reported on a Separate Basis (For each periodical listed in Part II, fill in columns 2 through 7 on a line-by-line basis.)

1. Name of periodical	2. Gross advertising income	3. Direct advertising costs	4. Advertising gain or (loss) (col. 2 minus col. 3). If a gain, compute cols. 5 through 7.	5. Circulation income	6. Readership costs	7. Excess readership costs (column 6 minus column 5, but not more than column 4).
(1) N/A						
(2)						
(3)						
(4)						
Totals from Part I ▶						
Totals, Part II (lines 1-5) ▶	Enter here and on page 1, Part I, line 11, col. (A).	Enter here and on page 1, Part I, line 11, col. (B).				Enter here and on page 1, Part II, line 26.

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Schedule K – Compensation of Officers, Directors, and Trustees (see instructions)

1. Name	2. Title	3. Percent of time devoted to business	4. Compensation attributable to unrelated business
(1) N/A		%	
(2)		%	
(3)		%	
(4)		%	
Total. Enter here and on page 1, Part II, line 14 ▶			

Statement 1 - Form 990-T, Part II, Line 28 - Other Deductions

Description	Amount
5% UTILITIES	\$ 530
RENT	3,032
BANK CHARGES	682
INSURANCE	3,799
ADMIN COSTS	11,408
OFFICE	620
MARKETING & PROMOTION	717
TOTAL	\$ 20,788

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Form **4562**

Depreciation and Amortization
(Including Information on Listed Property)

OMB No. 1545-0172

2019

Attachment Sequence No. **179**

Department of the Treasury
Internal Revenue Service (99)

Go to www.irs.gov/Form4562 for instructions and the latest information.

Attach to your tax return.

Name(s) shown on return **ADIRONDACK RAILWAY PRESERVATION SOCIETY, INC.**

Identifying number
22-3074470

Business or activity to which this form relates
INDIRECT DEPRECIATION



Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	1,020,000
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,550,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2018 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5. See instructions	11	
12	Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	
13	Carryover of disallowed deduction to 2020. Add lines 9 and 10, less line 12	13	

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year. See instructions	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	6,877

Part III MACRS Depreciation (Don't include listed property. See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2019	17	38,978
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here		

Section B—Assets Placed in Service During 2019 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property					
b	5-year property					
c	7-year property	6,636	7.0	MQ	S/L	220
d	10-year property					
e	15-year property	601,314	15.0	MQ	S/L	5,011
f	20-year property					
g	25-year property		25 yrs.		S/L	
h	Residential rental property		27.5 yrs.	MM	S/L	
i	Nonresidential real property		27.5 yrs.	MM	S/L	
			39 yrs.	MM	S/L	
				MM	S/L	

Section C—Assets Placed in Service During 2019 Tax Year Using the Alternative Depreciation System

20a	Class life				S/L	
b	12-year		12 yrs.		S/L	
c	30-year		30 yrs.	MM	S/L	
d	40-year		40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	22	51,086
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions.
DAA

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

2020

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.

A For the **2020** calendar year, or tax year beginning , and ending

B Check if applicable:
 Address change
 Name change
 Initial return
 Final return/terminated
 Amended return
 Application pending

C Name of organization: **ADIRONDACK RAILWAY PRESERVATION SOCIETY, INC.**

D Employer identification number: **22-3074470**

Doing business as: _____
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite: **330 MAIN ST** **E** Telephone number: **315-724-0700**

City or town, state or province, country, and ZIP or foreign postal code: **UTICA NY 13501**

F Name and address of principal officer:
FRANK KOBLISKI
330 MAIN ST
UTICA NY 13501

G Gross receipts \$ **759,771**

H(a) Is this a group return for subordinates? Yes No
H(b) Are all subordinates included? Yes No
 If "No," attach a list. See instructions

I Tax-exempt status: 501(c)(3) 501(c) () (insert no.) 4947(a)(1) or 527

J Website: **WWW.ADIRONDACKRR.COM** **H(c)** Group exemption number ▶

K Form of organization: Corporation Trust Association Other ▶ **L** Year of formation: **1992** **M** State of legal domicile: **NY**

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: THE ORGANIZATION'S PURPOSE IS PROMOTING, PARTICIPATING IN AND CONTRIBUTING TO THE REHABILITATION, MAINTENANCE AND OPERATION OF THE ADIRONDACK CORRIDOR.			
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
	3	Number of voting members of the governing body (Part VI, line 1a)		
	4	Number of independent voting members of the governing body (Part VI, line 1b)		
	5	Total number of individuals employed in calendar year 2020 (Part V, line 2a)		
	6	Total number of volunteers (estimate if necessary)		
	7a	Total unrelated business revenue from Part VIII, column (C), line 12		
	b Net unrelated business taxable income from Form 990-T, Part I, line 11			
Revenue	8	Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9	Program service revenue (Part VIII, line 2g)	941,799	492,959
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	1,604,710	220,105
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	35	7
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	135,029	27,454
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	2,681,573	740,525
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)		0
	14	Benefits paid to or for members (Part IX, column (A), line 4)		0
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	603,318	412,563
	16a	Professional fundraising fees (Part IX, column (A), line 11e)		0
		b Total fundraising expenses (Part IX, column (D), line 25) ▶	0	
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	1,488,932	711,110
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	2,092,250	1,123,673	
19	Revenue less expenses. Subtract line 18 from line 12	589,323	-383,148	
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	20	Total assets (Part X, line 16)	1,578,555	1,490,736
	21	Total liabilities (Part X, line 26)	666,660	961,989
22	Net assets or fund balances. Subtract line 21 from line 20	911,895	528,747	

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here
 Signature of officer: **FRANK KOBLISKI** Date: _____
 Type or print name and title: **VICE PRESIDENT**

Paid Preparer Use Only
 Print/Type preparer's name: **MARK STRONG, CPA** Preparer's signature: **MARK STRONG, CPA** Date: **11/11/21** Check if self-employed PTIN: **P00294127**
 Firm's name: **CUOMO, WINTERS & SCHMIDT, CPAS, PLLC** Firm's EIN: **47-3999292**
 Firm's address: **6315 FLY RD STE 108 EAST SYRACUSE, NY 13057-9316** Phone no.: **315-471-0465**

Part III Statement of Program Service Accomplishments

☒

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

THE ORGANIZATION'S PURPOSE IS PROMOTING, PARTICIPATING IN AND CONTRIBUTING TO THE REHABILITATION, MAINTENANCE, OPERATION AND PRESERVATION OF THE ADIRONDACK TRAVEL CORRIDOR

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2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?

☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?

☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 729,848 including grants of \$) (Revenue \$)

THE ORGANIZATION'S PURPOSE IS PROMOTING, PARTICIPATING IN AND CONTRIBUTING TO THE REHABILITATION, MAINTENANCE, OPERATION AND PRESERVATION OF THE ADIRONDACK TRAVEL CORRIDOR.

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

N/A

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

N/A

4d Other program services (Describe on Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses ▶ 729,848

Part IV Checklist of Required Schedules

- 1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*
- 2 Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?
- 3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*
- 4 **Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*
- 5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? *If "Yes," complete Schedule C, Part III*
- 6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*
- 7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*
- 8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*
- 9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*
- 10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? *If "Yes," complete Schedule D, Part V*
- 11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.
 - a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*
 - b Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*
 - c Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*
 - d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*
 - e Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*
 - f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*
- 12a Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*
- b Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*
- 13 Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*
- 14a Did the organization maintain an office, employees, or agents outside of the United States?
- b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*
- 15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*
- 16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*
- 17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I* See instructions
- 18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*
- 19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*
- 20a Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*
- b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?
- 21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*

	Yes	No
1	X	
2	X	
3		X
4		X
5		X
6		X
7		X
8		X
9		X
10		X
11a	X	
11b		X
11c		X
11d		X
11e	X	
11f	X	
12a	X	
12b		X
13		X
14a		X
14b		X
15		X
16		X
17		X
18		X
19		X
20a		X
20b		
21		X

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Part IV Checklist of Required Schedules (continued)

		Yes	No
22	Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part II	X	
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? If "Yes," complete Schedule L, Part III		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? If "Yes," complete Schedule L, Part IV		X
b	A family member of any individual described in line 28a? If "Yes," complete Schedule L, Part IV		X
c	A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? If "Yes," complete Schedule L, Part IV		X
29	Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M	X	
31	Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
34	Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2		
36	Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note: All Form 990 filers are required to complete Schedule O.	X	

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Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
1b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		X

1a	16
1b	0

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
	2a 43		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		
d	If "Yes," indicate the number of Forms 8282 filed during the year		
	7d		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a	
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b	
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15	X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16	X

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI

Section A. Governing Body and Management

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a	12
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.	1b	12
b	Enter the number of voting members included on line 1a, above, who are independent		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6	Did the organization have members or stockholders?	X	
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	X	
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a	The governing body?	X	
b	Each committee with authority to act on behalf of the governing body?	X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	X	
13	Did the organization have a written whistleblower policy?	X	
14	Did the organization have a written document retention and destruction policy?		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a	The organization's CEO, Executive Director, or top management official	X	
b	Other officers or key employees of the organization	X	
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed NY

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain on Schedule O)

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records

FRANK KOBLISKI 330 MAIN ST NY 13501 315-724-0700
 UTICA

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
 - List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
 - List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
 - List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
 - List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- See instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) BILL BRANSON PRESIDENT	30.00 0.00	X		X				0	0	0
(2) ALLEN DUNHAM DIRECTOR	2.00 0.00	X						0	0	0
(3) JIM ELLIS DIRECTOR	2.00 0.00	X						0	0	0
(4) GENE FALVO DIRECTOR	2.00 0.00	X						0	0	0
(5) ROBERT HEST DIRECTOR	2.00 0.00	X						0	0	0
(6) AL HEYWOOD SECRETARY	2.00 0.00	X		X				0	0	0
(7) ED KENNEDY DIRECTOR	2.00 0.00	X						0	0	0
(8) FRANK KOBLISKI VICE PRESIDENT	2.00 0.00	X						0	0	0
(9) MARK LANDGRAF DIRECTOR	2.00 0.00	X						0	0	0
(10) GARRY SAVAGE DIRECTOR	2.00 0.00	X						0	0	0
(11) VINCE SPERRAZZA TREASURER	2.00 0.00	X		X				0	0	0

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(12) PAUL TITTERTON DIRECTOR	2.00 0.00	X						0	0	0
1b Subtotal										
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)										

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **0**

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, and Other Similar Amounts	1a Federated campaigns	1a					
	b Membership dues	1b	9,510				
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e	447,210				
	f All other contributions, gifts, grants, and similar amounts not included above	1f	36,239				
	g Noncash contributions included in lines 1a-1f	1g	\$				
	h Total. Add lines 1a-1f			492,959			
	Program Service Revenue	2a TICKET SALES	Business Code	713990	220,105	220,105	
b							
c							
d							
e							
f All other program service revenue							
g Total. Add lines 2a-2f				220,105			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)			7	7		
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
	6a Gross rents	(i) Real					
		(ii) Personal					
		6a					
	b Less: rental expenses	6b					
	c Rental inc. or (loss)	6c					
	d Net rental income or (loss)						
	7a Gross amount from sales of assets other than inventory	(i) Securities					
		(ii) Other					
		7a					
	b Less: cost or other basis and sales exps.	7b					
	c Gain or (loss)	7c					
	d Net gain or (loss)						
8a Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18							
	8a						
	b Less: direct expenses	8b					
c Net income or (loss) from fundraising events							
9a Gross income from gaming activities. See Part IV, line 19							
	9a						
	b Less: direct expenses	9b					
c Net income or (loss) from gaming activities							
10a Gross sales of inventory, less returns and allowances							
	10a		17,853				
	b Less: cost of goods sold	10b		19,246			
c Net income or (loss) from sales of inventory			-1,393		-1,393		
Miscellaneous Revenue	11a MISCELLANEOUS	Business Code		28,847	28,847		
	b						
	c						
	d All other revenue						
	e Total. Add lines 11a-11d			28,847			
	12 Total revenue. See instructions			740,525	248,959	-1,393	0

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.				
	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	361,281	220,759	140,522	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	14,128	8,633	5,495	
10 Payroll taxes	37,154	22,702	14,452	
11 Fees for services (nonemployees):				
a Management			59,885	
b Legal	59,885			
c Accounting				
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	63,584		63,584	
12 Advertising and promotion	22,918	22,918		
13 Office expenses	1,232		1,232	
14 Information technology				
15 Royalties				
16 Occupancy	75,705	24,437	51,268	
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	15,814		15,814	
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	80,527	72,254	8,273	
23 Insurance	100,176	100,176		
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a MECHANICAL	102,134	102,134		
b MAINTENANCE OF WAY EXP	74,039	74,039		
c ADMINISTRATION	52,473	23,334	29,139	
d RAILWAY EVENTS	35,503	35,503		
e All other expenses	27,120	22,959	4,161	
25 Total functional expenses. Add lines 1 through 24e	1,123,673	729,848	393,825	0
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash—non-interest-bearing	108,520	1	36,902
	2 Savings and temporary cash investments	18,683	2	
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	63,867	4	69,311
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use	48,996	8	39,640
	9 Prepaid expenses and deferred charges	28,730	9	7,247
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 3,025,509		
	b Less: accumulated depreciation	10b 1,687,900		
	11 Investments—publicly traded securities		11	
	12 Investments—other securities. See Part IV, line 11		12	
	13 Investments—program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11	3,943	15	27
16 Total assets. Add lines 1 through 15 (must equal line 33)	1,578,555	16	1,490,736	
Liabilities	17 Accounts payable and accrued expenses	416,962	17	173,646
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons	68,500	22	68,500
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	181,198	25	719,843
	26 Total liabilities. Add lines 17 through 25	666,660	26	961,989
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	911,895	27	528,747
	28 Net assets with donor restrictions		28	
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
32 Total net assets or fund balances	911,895	32	528,747	
33 Total liabilities and net assets/fund balances	1,578,555	33	1,490,736	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	740,525
2	Total expenses (must equal Part IX, column (A), line 25)	1,123,673
3	Revenue less expenses. Subtract line 2 from line 1	-383,148
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	911,895
5	Net unrealized gains (losses) on investments	
6	Donated services and use of facilities	
7	Investment expenses	
8	Prior period adjustments	
9	Other changes in net assets or fund balances (explain on Schedule O)	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	528,747

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

1 Accounting method used to prepare the Form 990: Cash Accrual Other _____
 If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.

2a Were the organization's financial statements compiled or reviewed by an independent accountant? Yes No
 If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:
 Separate basis Consolidated basis Both consolidated and separate basis

b Were the organization's financial statements audited by an independent accountant? Yes No
 If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:
 Separate basis Consolidated basis Both consolidated and separate basis

c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? Yes No
 If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.

3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133? Yes No

b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits

	Yes	No
2a		X
2b	X	
2c		X
3a		X
3b		

**SCHEDULE A
(Form 990 or 990-EZ)**

Public Charity Status and Public Support

OMB No. 1545-0047

2020

Department of the Treasury
Internal Revenue Service

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

Open to Public
Inspection

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization **ADIRONDACK RAILWAY PRESERVATION SOCIETY INC.** Employer identification number **22-3074470**

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state:
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9 An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:
- 10 An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
- f Enter the number of supported organizations
- g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)
(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Table with 6 columns: (a) 2016, (b) 2017, (c) 2018, (d) 2019, (e) 2020, (f) Total. Rows include: 1 Gifts, grants, contributions, and membership fees received; 2 Tax revenues levied for the organization's benefit; 3 The value of services or facilities furnished by a governmental unit; 4 Total. Add lines 1 through 3; 5 The portion of total contributions by each person; 6 Public support. Subtract line 5 from line 4.

Section B. Total Support

Table with 6 columns: (a) 2016, (b) 2017, (c) 2018, (d) 2019, (e) 2020, (f) Total. Rows include: 7 Amounts from line 4; 8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources; 9 Net income from unrelated business activities; 10 Other income. Do not include gain or loss from the sale of capital assets; 11 Total support. Add lines 7 through 10; 12 Gross receipts from related activities, etc. (see instructions); 13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here.

Section C. Computation of Public Support Percentage

Table with 2 columns: Line number, Percentage. Rows include: 14 Public support percentage for 2020; 15 Public support percentage from 2019 Schedule A, Part II, line 14; 16a 33 1/3% support test—2020; 16b 33 1/3% support test—2019; 17a 10%-facts-and-circumstances test—2020; 17b 10%-facts-and-circumstances test—2019; 18 Private foundation.

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any unusual grants.)	456,218	688,169	290,939	941,799	492,959	2,870,084
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose	1,451,768	1,396,988	1,658,924	1,672,577	248,959	6,429,216
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5	1,907,986	2,085,157	1,949,863	2,614,376	741,918	9,299,300
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						9,299,300

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
9 Amounts from line 6	1,907,986	2,085,157	1,949,863	2,614,376	741,918	9,299,300
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on	76,246	5,499	6,671	3,110		91,526
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)	1,984,232	2,090,656	1,956,534	2,617,486	741,918	9,390,826

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

Section C. Computation of Public Support Percentage

15 Public support percentage for 2020 (line 8, column (f), divided by line 13, column (f))	15	99.03 %
16 Public support percentage from 2019 Schedule A, Part III, line 15	16	98.67 %

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2020 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2019 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests—2020. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

b 33 1/3% support tests—2019. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A All Supporting Organizations

- 1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.
- 2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).
- 3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer lines 3b and 3c below.
- b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in Part VI when and how the organization made the determination.
- c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.
- 4a Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.
- b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.
- c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.
- 5a Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).
- b **Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?
- c **Substitutions only.** Was the substitution the result of an event beyond the organization's control?
- 6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in Part VI.
- 7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).
- 8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).
- 9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in Part VI.
- b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in Part VI.
- c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in Part VI.
- 10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer line 10b below.
- b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)

	Yes	No
1		
2		
3a		
3b		
3c		
4a		
4b		
4c		
5a		
5b		
5c		
6		
7		
8		
9a		
9b		
9c		
10a		
10b		

Part IV Supporting Organizations (continued)

- 11 Has the organization accepted a gift or contribution from any of the following persons?
a A person who directly or indirectly controls, either alone or together with persons described in lines 11b and 11c below, the governing body of a supported organization?
b A family member of a person described in line 11a above?
c A 35% controlled entity of a person described in line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI.

Table with 2 columns: Yes, No. Rows 11a, 11b, 11c.

Section B. Type I Supporting Organizations

- 1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year?
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization?

Table with 2 columns: Yes, No. Rows 1, 2.

Section C. Type II Supporting Organizations

- 1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)?

Table with 2 columns: Yes, No. Row 1.

Section D. All Type III Supporting Organizations

- 1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization?
3 By reason of the relationship described in line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year?

Table with 2 columns: Yes, No. Rows 1, 2, 3.

Section E. Type III Functionally-Integrated Supporting Organizations

- 1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).
a [] The organization satisfied the Activities Test. Complete line 2 below.
b [] The organization is the parent of each of its supported organizations. Complete line 3 below.
c [] The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).

- 2 Activities Test. Answer lines 2a and 2b below.
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive?
b Did the activities described in line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in?
3 Parent of Supported Organizations. Answer lines 3a and 3b below.
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations?
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations?

Table with 2 columns: Yes, No. Rows 2a, 2b, 3a, 3b.

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A – Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	
Section B – Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	
Section C – Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D – Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required—provide details in Part VI)	
6 Other distributions (describe in Part VI). See instructions.	
7 Total annual distributions. Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9 Distributable amount for 2020 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E – Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2020	(iii) Distributable Amount for 2020
1 Distributable amount for 2020 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2020 (reasonable cause required—explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2020			
a From 2015			
b From 2016			
c From 2017			
d From 2018			
e From 2019			
f Total of lines 3a through 3e			
g Applied to underdistributions of prior years			
h Applied to 2020 distributable amount			
i Carryover from 2015 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2020 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2020 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2020, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6 Remaining underdistributions for 2020 Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7 Excess distributions carryover to 2021. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2016			
b Excess from 2017			
c Excess from 2018			
d Excess from 2019			
e Excess from 2020			

Part VI

Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Public Inspection Copy

Schedule of Contributors

2020

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
 ▶ Go to www.irs.gov/Form990 for the latest information.

Name of the organization

ADIRONDACK RAILWAY PRESERVATION
 SOCIETY

Employer identification number

22-3074470

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

- 501(c)(3) (enter number) organization
- 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
- 527 political organization

Form 990-PF

- 501(c)(3) exempt private foundation
- 4947(a)(1) nonexempt charitable trust treated as a private foundation
- 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

- For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

- For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33¹/₃% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** \$5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.
- For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization
ADIRONDACK RAILWAY PRESERVATION

Employer identification number
22-3074470

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	<p>.....</p> <p>.....</p> <p>.....</p>	<p>\$ 10,000</p>	<p>Person <input checked="" type="checkbox"/></p> <p>Payroll <input type="checkbox"/></p> <p>Noncash <input type="checkbox"/></p> <p>(Complete Part II for noncash contributions.)</p>
.....	<p>.....</p> <p>.....</p> <p>.....</p>	<p>\$</p>	<p>Person <input type="checkbox"/></p> <p>Payroll <input type="checkbox"/></p> <p>Noncash <input type="checkbox"/></p> <p>(Complete Part II for noncash contributions.)</p>
.....	<p>.....</p> <p>.....</p> <p>.....</p>	<p>\$</p>	<p>Person <input type="checkbox"/></p> <p>Payroll <input type="checkbox"/></p> <p>Noncash <input type="checkbox"/></p> <p>(Complete Part II for noncash contributions.)</p>
.....	<p>.....</p> <p>.....</p> <p>.....</p>	<p>\$</p>	<p>Person <input type="checkbox"/></p> <p>Payroll <input type="checkbox"/></p> <p>Noncash <input type="checkbox"/></p> <p>(Complete Part II for noncash contributions.)</p>
.....	<p>.....</p> <p>.....</p> <p>.....</p>	<p>\$</p>	<p>Person <input type="checkbox"/></p> <p>Payroll <input type="checkbox"/></p> <p>Noncash <input type="checkbox"/></p> <p>(Complete Part II for noncash contributions.)</p>
.....	<p>.....</p> <p>.....</p> <p>.....</p>	<p>\$</p>	<p>Person <input type="checkbox"/></p> <p>Payroll <input type="checkbox"/></p> <p>Noncash <input type="checkbox"/></p> <p>(Complete Part II for noncash contributions.)</p>

SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2020

Open to Public Inspection

Name of the organization

ADIRONDACK RAILWAY PRESERVATION SOCIETY, INC.

Employer identification number

22-3074470

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows include: 1 Total number at end of year, 2 Aggregate value of contributions to (during year), 3 Aggregate value of grants from (during year), 4 Aggregate value at end of year, 5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?, 6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

Table with 2 columns: Held at the End of the Tax Year. Rows include: 1 Purpose(s) of conservation easements held by the organization (check all that apply), 2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year, 3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year, 4 Number of states where property subject to conservation easement is located, 5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?, 6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year, 7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year, 8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?, 9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

Table with 2 columns: Revenue included on Form 990, Part VIII, line 1; Assets included in Form 990, Part X. Rows include: 1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items. 1b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items: (i) Revenue included on Form 990, Part VIII, line 1, (ii) Assets included in Form 990, Part X. 2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items: a Revenue included on Form 990, Part VIII, line 1, b Assets included in Form 990, Part X.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

- a Public exhibition
- b Scholarly research
- c Preservation for future generations
- d Loan or exchange program
- e Other

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

- c Beginning balance
- d Additions during the year
- e Distributions during the year
- f Ending balance

	Amount
1c	
1d	
1e	
1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

Part V Endowment Funds.

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a Board designated or quasi-endowment %
- b Permanent endowment %
- c Term endowment %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

- (i) Unrelated organizations
- (ii) Related organizations

b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?

	Yes	No
3a(i)		
3a(ii)		
3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		17,099		17,099
b Buildings				
c Leasehold improvements				
d Equipment		3,008,410	1,687,900	1,320,510
e Other				
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				1,337,609

Part VII Investments – Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 12.)		

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Part VIII Investments – Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 13.)		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.)	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) LINE OF CREDIT	239,600
(3) ACCRUED EXPENSES	179,035
(4) NOTE PAYABLE LONG TERM	166,921
(5) PPP	120,500
(6) NOTES PAYABLE	13,787
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.)	
	719,843

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.		Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.	
1	Total revenue, gains, and other support per audited financial statements	1	740,525
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
a	Net unrealized gains (losses) on investments	2a	
b	Donated services and use of facilities	2b	
c	Recoveries of prior year grants	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d	2e	
3	Subtract line 2e from line 1	3	740,525
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)	5	740,525

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.		Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.	
1	Total expenses and losses per audited financial statements	1	1,123,673
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
a	Donated services and use of facilities	2a	
b	Prior year adjustments	2b	
c	Other losses	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d	2e	
3	Subtract line 2e from line 1	3	1,123,673
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)	5	1,123,673

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART X - FIN 48 FOOTNOTE

THE ORGANIZATION FOLLOWS GUIDANCE IN THE INCOME TAX STANDARD REGARDING THE RECOGNITION OF UNCERTAIN TAX POSITIOINS. THIS GUIDANCE PRESCRIBES A RECOGNITION THRESHOLD FOR THE FINANCIAL STATEMENT RECOGNITION OF TAX POSITIONS TAKEN OR EXPECTED TO BE TAKEN ON A TAX RETURN THAT ARE NOT CERTAIN TO BE REALIZED.

Part XIII Supplemental Information (continued)

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SCHEDULE L
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Transactions With Interested Persons

- ▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 25a, 25b, 26, 27, 28a, 28b, or 28c, or Form 990-EZ, Part V, line 38a or 40b.
- ▶ Attach to Form 990 or Form 990-EZ.
- ▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2020

Open To Public Inspection

Name of the organization **ADIRONDACK RAILWAY PRESERVATION SOCIETY, INC.** Employer identification number **22-3074470**

Part I Excess Benefit Transactions (section 501(c)(3), section 501(c)(4), and 501(c)(29) organizations only).

Complete if the organization answered "Yes" on Form 990, Part IV, line 25a or 25b, or Form 990-EZ, Part V, line 40b.

	(a) Name of disqualified person	(b) Relationship between disqualified person and organization	(c) Description of transaction	(d) Corrected?	
				Yes	No
1					
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					

- 2 Enter the amount of tax incurred by the organization managers or disqualified persons during the year under section 4958 ▶ \$ _____
- 3 Enter the amount of tax, if any, on line 2, above, reimbursed by the organization ▶ \$ _____

Part II Loans to and/or From Interested Persons.

Complete if the organization answered "Yes" on Form 990-EZ, Part V, line 38a or Form 990, Part IV, line 26; or if the organization reported an amount on Form 990, Part X, line 5, 6, or 22.

	(a) Name of interested person	(b) Relationship with organization	(c) Purpose of loan	(d) Loan to or from the org.?		(e) Original principal amount	(f) Balance due	(g) In default?		(h) Approved by board or committee?		(i) Written agreement?	
				To	From			Yes	No	Yes	No	Yes	No
				(1)	GENE FALVO OPERATING LOAN			BOARD MEMBER		X		68,500	68,500
(2)													
(3)													
(4)													
(5)													
(6)													
(7)													
(8)													
(9)													
(10)													
Total							▶ \$	68,500					

Part III Grants or Assistance Benefiting Interested Persons.

Complete if the organization answered "Yes" on Form 990, Part IV, line 27.

	(a) Name of interested person	(b) Relationship between interested person and the organization	(c) Amount of assistance	(d) Type of assistance	(e) Purpose of assistance
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
(9)					
(10)					

Part IV Business Transactions Involving Interested Persons.

Complete if the organization answered "Yes" on Form 990, Part IV, line 28a, 28b, or 28c.

	(a) Name of interested person	(b) Relationship between interested person and the organization	(c) Amount of transaction	(d) Description of transaction	(e) Sharing of org. revenues?	
					Yes	No
(1)	Public Inspection Copy					
(2)						
(3)						
(4)						
(5)						
(6)						
(7)						
(8)						
(9)						
(10)						

Part V Supplemental Information.

Provide additional information for responses to questions on Schedule L (see instructions).

**SCHEDULE M
(Form 990)**

Noncash Contributions

OMB No. 1545-0047

2020

**Open To Public
Inspection**

- ▶ Complete if the organizations answered "Yes" on Form 990, Part IV, lines 29 or 30.
- ▶ Attach to Form 990.
- ▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Department of the Treasury
Internal Revenue Service

Name of the organization

ADIRONDACK RAILWAY PRESERVATION
SOCIETY, INC.

Employer identification number

22-3074470

Part I Types of Property

	(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1 Art — Works of art				
2 Art — Historical treasures				
3 Art — Fractional interests				
4 Books and publications				
5 Clothing and household goods				
6 Cars and other vehicles				
7 Boats and planes				
8 Intellectual property				
9 Securities — Publicly traded				
10 Securities — Closely held stock				
11 Securities — Partnership, LLC, or trust interests				
12 Securities — Miscellaneous				
13 Qualified conservation contribution — Historic structures				
14 Qualified conservation contribution — Other				
15 Real estate — Residential				
16 Real estate — Commercial				
17 Real estate — Other				
18 Collectibles				
19 Food inventory				
20 Drugs and medical supplies				
21 Taxidermy				
22 Historical artifacts				
23 Scientific specimens				
24 Archeological artifacts				
25 Other ▶ ()				
26 Other ▶ ()				
27 Other ▶ ()				
28 Other ▶ ()				

29 Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part IV, Donee Acknowledgement

29

- 30a During the year, did the organization receive by contribution any property reported in Part I, lines 1 through 28, that it must hold for at least three years from the date of the initial contribution, and which isn't required to be used for exempt purposes for the entire holding period?
- b If "Yes," describe the arrangement in Part II.
- 31 Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions?
- 32a Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions?
- b If "Yes," describe in Part II.
- 33 If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.

	Yes	No
30a		X
31		X
32a		X

Part II **Supplemental Information.** Provide the information required by Part I, lines 30b, 32b, and 33, and whether the organization is reporting in Part I, column (b), the number of contributions, the number of items received, or a combination of both. Also complete this part for any additional information.

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SCHEDULE O
(Form 990 or 990-EZ)

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

OMB No. 1545-0047

2020

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Inspection

Department of the Treasury
Internal Revenue Service

▶ Attach to Form 990 or 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

Name of the organization ADIRONDACK RAILWAY PRESERVATION
SOCIETY, INC.

Employer identification number
22-3074470

FORM 990, PART III, LINE 4D - ALL OTHER ACCOMPLISHMENTS

THE ORGANIZATION'S PURPOSE IS PROMOTING, PARTICIPATING IN AND CONTRIBUTING
TO THE REHABILITATION, MAINTENANCE, OPERATION AND PRESERVATION OF THE
ADIRONDACK TRAVEL CORRIDOR.

FORM 990, PART VI, LINE 6 - CLASSES OF MEMBERS OR STOCKHOLDERS

THE ORGANIZATION HAS MEMBERS WHO PAY DUES.

FORM 990, PART VI, LINE 7A - ELECTION OF MEMBERS AND THEIR RIGHTS

THE MEMBERS ELECT OFFICERS AND DIRECTORS THROUGH BALLOTS

FORM 990, PART VI, LINE 11B - ORGANIZATION'S PROCESS TO REVIEW FORM 990

FORM 990 IS REVIEWED BY BOARD OF DIRECTORS PRIOR TO FILING.

FORM 990, PART VI, LINE 12C - ENFORCEMENT OF CONFLICTS POLICY

THE BOARD OF DIRECTORS UPDATES AND REVIEWS THE SIGNED CONFLICT OF INTEREST
STATEMENTS ON AN ANNUAL BASIS

FORM 990, PART VI, LINE 15A - COMPENSATION PROCESS FOR TOP OFFICIAL

THE SALARIES ARE DETERMINED BY THE BOARD AND BOARD DETERMINES RANGES BASED
ON SIMILAR NONPROFITS IN THE AREA

FORM 990, PART VI, LINE 15B - COMPENSATION PROCESS FOR OFFICERS

THE SALARIES ARE DETERMINED BY THE BOARD AND BOARD DETERMINES RANGES BASE
ON SIMILAR NON-PROFITS IN THE AREA.

Name of the organization

Employer identification number

ADIRONDACK RAILWAY PRESERVATION

22-3074470

FORM 990, PART VI, LINE 19 - GOVERNING DOCUMENTS DISCLOSURE EXPLANATION
 INFORMATION AVAILABLE THROUGH WEBSITE OR UPON REQUEST

Public Inspection Copy

Form **990-T**

Exempt Organization Business Income Tax Return
(and proxy tax under section 6033(e))

OMB No. 1545-0047

2020

Department of the Treasury
Internal Revenue Service

For calendar year 2020 or other tax year beginning _____, and ending _____

▶ Go to www.irs.gov/Form990T for instructions and the latest information.

▶ Do not enter SSN numbers on this form as it may be made public if your organization is a 501(c)(3).

Open to Public Inspection
for 501(c)(3)
Organizations Only

A Check box if address changed

B Exempt under section
 501(c)(3) 408(e) 408A 529(a)
 220(e) 530(a) 529A

Name of organization (Check box if name changed and see instructions.)
ADIRONDACK RAILWAY PRESERVATION SOCIETY, INC.

Employer identification number
22-3074470

Number, street, and room or suite no. If a P.O. box, see instructions.
330 MAIN ST

City or town, state or province, country, and ZIP or foreign postal code
UTICA NY 13501

C Book value of all assets at end of year ▶ 1,490,736

E Group exemption number (see instructions)

F Check box if an amended return.

G Check organization type ▶ 501(c) corporation 501(c) trust 401(a) trust Other trust Applicable reinsurance entity

H Check if filing only to ▶ Claim credit from Form 8941 Claim a refund shown on Form 2439

I Check if a 501(c)(3) organization filing a consolidated return with a 501(c)(2) titleholding corporation ▶

J Enter the number of attached Schedules A (Form 990-T) ▶ 1

K During the tax year, was the corporation a subsidiary in an affiliated group or a parent-subsidiary controlled group? ▶ Yes No
If "Yes," enter the name and identifying number of the parent corporation

L The books are in care of ▶ FRANK KOBLISKI Telephone number ▶ 315-724-0700

Part I Total Unrelated Business Taxable income	
1 Total of unrelated business taxable income computed from all unrelated trades or businesses (see instructions)	1
2 Reserved	2
3 Add lines 1 and 2	3
4 Charitable contributions (see instructions for limitation rules)	4
5 Total unrelated business taxable income before net operating losses. Subtract line 4 from line 3	5
6 Deduction for net operating loss. See instructions	6 0
7 Total of unrelated business taxable income before specific deduction and section 199A deduction. Subtract line 6 from line 5	7 0
8 Specific deduction (generally \$1,000, but see instructions for exceptions)	8 1,000
9 Trusts. Section 199A deduction. See instructions	9
10 Total deductions. Add lines 8 and 9	10 1,000
11 Unrelated business taxable income. Subtract line 10 from line 7. If line 10 is greater than line 7, enter zero	11 0
Part II Tax Computation	
1 Organizations taxable as corporations. Multiply Part I, line 11 by 21% (0.21)	1 0
2 Trusts taxable at trust rates. See instructions for tax computation. Income tax on the amount on Part I, line 11 from: <input type="checkbox"/> Tax rate schedule or <input type="checkbox"/> Schedule D (Form 1041)	2 0
3 Proxy tax. See instructions	3
4 Other tax amounts. See instructions	4
5 Alternative minimum tax (trusts only)	5
6 Tax on noncompliant facility income. See instructions	6
7 Total. Add lines 3 through 6 to line 1 or 2, whichever applies	7 0

For Paperwork Reduction Act Notice, see instructions.

Form **990-T** (2020)

**SCHEDULE A
(Form 990-T)**

**Unrelated Business Taxable Income
From an Unrelated Trade or Business**

OMB No. 1545-0047

2020

Go to www.irs.gov/Form990T for instructions and the latest information.

Department of the Treasury
Internal Revenue Service

Do not enter SSN numbers on this form as it may be made public if your organization is a 501(c)(3).

Open to Public Inspection for
501(c)(3) Organizations Only

A Name of the organization
ADIRONDACK RAILWAY PRESERVATION

B Employer identification number
22-3074470

C Unrelated Business Activity Code (see instructions) ▶ 453220

D Sequence: 1 of 1

E Describe the unrelated trade or business ▶ UNRELATED BUSINESS ACTIVITY

Part I	Unrelated Trade or Business Income	(A) Income	(B) Expenses	(C) Net
1a	Gross receipts or sales <u>17,853</u>			
b	Less returns and allowances			
c	Balance ▶	1c 17,853		
2	Cost of goods sold (Part III, line 8)	2 19,246		
3	Gross profit. Subtract line 2 from line 1c	3 -1,393		-1,393
4a	Capital gain net income (attach Sch D (Form 1041 or Form 1120)) (see instructions)	4a		
b	Net gain (loss) (Form 4797) (attach Form 4797) (see instructions)	4b		
c	Capital loss deduction for trusts	4c		
5	Income (loss) from partnership and S corporation (attach statement)	5		
6	Rent income (Part IV)	6		
7	Unrelated debt-financed income (Part V)	7		
8	Interest, annuities, royalties, and rents from a controlled organization (Part VI)	8		
9	Investment income of section 501(c)(7), (9), or (17) organization (Part VII)	9		
10	Exploited exempt activity income (Part VIII)	10		
11	Advertising income (Part IX)	11		
12	Other income (see instructions; attach statement)	12		
13	Total. Combine lines 3 through 12	13 -1,393		-1,393

Part II	Deductions Not Taken Elsewhere (See instructions for limitations on deductions) Deductions must be directly connected with the unrelated business income	
1	Compensation of officers, directors, and trustees (Part X)	1
2	Salaries and wages	2 6,402
3	Repairs and maintenance	3
4	Bad debts	4
5	Interest (attach statement) (see instructions)	5
6	Taxes and licenses	6 2,634
7	Depreciation (attach Form 4562) (see instructions)	7 8,053
8	Less depreciation claimed in Part III and elsewhere on return	8a
		8b 8,053
9	Depletion	9
10	Contributions to deferred compensation plans	10
11	Employee benefit programs	11 1,001
12	Excess exempt expenses (Part VIII)	12
13	Excess readership costs (Part IX)	13
14	Other deductions (attach statement) SEE STATEMENT 1	14 9,016
15	Total deductions. Add lines 1 through 14	15 27,106
16	Unrelated business income before net operating loss deduction. Subtract line 15 from Part I, line 13, column (C)	16 -28,499
17	Deduction for net operating loss (see instructions)	17
18	Unrelated business taxable income. Subtract line 17 from line 16	18 -28,499

For Paperwork Reduction Act Notice, see instructions.

Schedule A (Form 990-T) 2020

Unrelated Business Activity

Statement 1 - Schedule A (990T), Part II, Line 14 - Other Deductions

Description	Amount
5% UTILITIES	322
RENT	4,849
BANK CHARGES	1,063
ADMIN COSTS	1,574
OFFICE	62
MARKETING & PROMOTION	1,146
TOTAL	<u>\$ 9,016</u>

Form **4562**

Depreciation and Amortization
(Including Information on Listed Property)

OMB No. 1545-0172

2020

Department of the Treasury
Internal Revenue Service (99)

▶ Go to www.irs.gov/Form4562 for instructions and the latest information.

Attachment Sequence No. **179**

Name(s) shown on return **ADIRONDACK RAILWAY PRESERVATION SOCIETY, INC.**

Identifying number
~~22-~~ 3074470

Business or activity to which this form relates

INDIRECT DEPRECIATION

Public Inspection Copy

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	1,040,000
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,590,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2019 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5. See instructions	11	
12	Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	
13	Carryover of disallowed deduction to 2021. Add lines 9 and 10, less line 12	13	

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year. See instructions	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	48,725

Part III MACRS Depreciation (Don't include listed property. See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2020	17	36,501
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here		

Section B—Assets Placed in Service During 2020 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property					
b	5-year property					
c	7-year property					
d	10-year property					
e	15-year property					
f	20-year property					
g	25-year property		25 yrs.		S/L	
h	Residential rental property		27.5 yrs.	MM	S/L	
i	Nonresidential real property		39 yrs.	MM	S/L	

Section C—Assets Placed in Service During 2020 Tax Year Using the Alternative Depreciation System

20a	Class life				S/L	
b	12-year		12 yrs.		S/L	
c	30-year		30 yrs.	MM	S/L	
d	40-year		40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	22	85,226
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions.

Form **4562** (2020)

DAA

THERE ARE NO AMOUNTS FOR PAGE 2

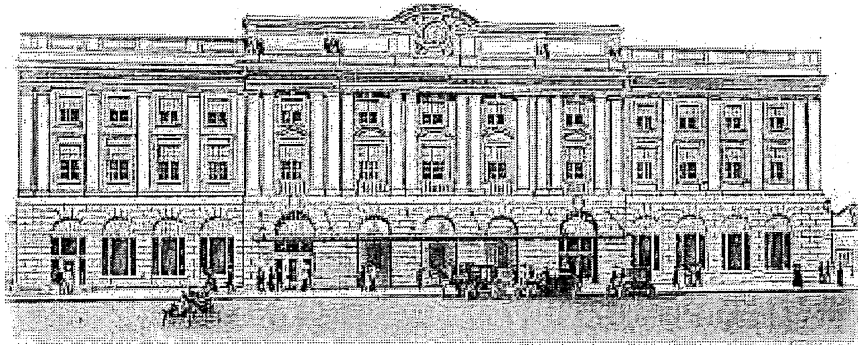


THE ADIRONDACK RAILWAY PRESERVATION SOCIETY, INC.

330 Main Street, Suite 102, Utica, NY 13501

Phone: 315-724-0700 Fax: 315-724-3944

www.adirondackrr.com



**RESPONSE TO REQUEST FOR PROPOSALS TO LEASE SPACE
IN
UNION STATION**

April 29, 2022

INTRODUCTION

The Board of Directors, staff, members, and volunteers of the Adirondack Railway Preservation Society, Inc. (ARPS), a membership, volunteer supported NYS not-for-profit, 501 c (3) corporation are pleased to submit this response to the request for proposals to lease space in Union Station.

Our organization operates the Adirondack Railroad under permit from the New York State Department of Transportation and has a long mutually beneficial collaboration with Oneida County as the region's second most popular tourism attraction and as a tenant in Union Station. The most recent contract began in 2012.

Our operations are railroad related; the various excursion trains that originate at Union Station bring more than 50,000 visitors annually to the community. This count represents approximately one third of the total persons who use the facilities annually. Many of our passengers who ride our popular Polar Express service are overnight stays.

The space that we occupy is essential to providing a memorable experience for passengers and historians of rail services in central New York. The gift shop offers mementos of all kinds. The ticket offices are the place that passengers exchange their online confirmation of purchase for boarding passes, as well as point of sale for walk up passengers. The space over the ticket office is a storage area for historical records of the Adirondack Railroad as well as decades of historical materials our Society possesses dating from the earliest days of the New York Central railroad, the railroad for which Union Station was built to serve.

The Adirondack Railroad is celebrating its 30th anniversary year in 2022. Rail travel is enjoying a renewed interest nationwide as well as in our area; our organization is looking ahead to continue to provide a memorable experience to growing numbers of passengers, with new equipment, new services and a new destination, Tupper Lake in the northern Adirondacks. It is essential that we can continue to call Union Station our home base.

OUR PROPOSAL

Term

We seek a 15 year lease. We offer a monthly payment of \$750.00 during the first 60 months of the lease. During the three months prior to the expiration of the first 60 months, we propose good faith negotiations to determine a fair increase in the lease payment, taking account of market conditions, the value of capital improvements made, and other terms and conditions as both parties can agree to.

Operating plan projection

The hiatus of operations during the pandemic provided an opportunity to revamp and reimagine the services the Adirondack Railroad can provide. We acquired new revenue cars just prior to the start of the pandemic. New cars include the donation from AMTRAK of a fully refurbished dining car with kitchen galley that had once been in service in the Adirondack region when operated by the New York Central Railroad. Another addition was a refurbished and modernized glass-top dome observation car with lounge area. A new locomotive that will provide reliable motive power for many years to come was acquired with donations from members of the public. We upgraded first class cars that had been acquired in 2018 from the business car fleet of the Norfolk Southern Railroad. We are continuing our search for rolling stock that will provide a comfortable, memorable experience for passengers. Feedback from passengers who have been aboard these new cars is positive and sustained.

The construction of a locomotive and rail car repair and maintenance facility was completed in early 2022 courtesy of two major grants, one from the Oneida-Herkimer Community Foundation. Sited not far from Union Station, this facility enhances our ability to provide routine and other maintenance to our operating fleet in a safe, enclosed space, instead of outdoors that has been the circumstance for many years. It is essential to the future viable operation of the Adirondack Railroad.

We have disposed of surplus equipment that is no longer able to provide a memorable experience for passengers. We continue to seek additional reliable motive power that will enable sustained operations in future years to the new terminus in Tupper Lake.

We are making a commitment to our successful future and a continuing collaboration with Utica and Oneida County.

Days of operation

The operating plan is an expansion of past usage of Union Station and of our space. Beginning in January 2022, we successfully tested winter operations for the first time. A new service, Cabin Fever trains, offering food service and beverages were operated for five weeks on both weekend days and enjoyed by 715 passengers, many from outside the immediate Oneida County area. Another very successful innovation was the sold out Valentine Day Dinner trains, catered by a well-known local firm offering a five-course dinner, enjoyed by 200 passengers. The St. Patrick's Day dinner trains also catered by the same firm were enjoyed by 83 passengers. A Mother's Day dinner train will operate on both days that weekend and nearly sold out. The success of these new services will be continued in following years. All this is new business with over 1,200 new passengers and new use of the station and the space we lease.

The traditional operating season with trains originating in Union Station begins with the very popular Beer & Wine Friday evening excursions that feature local brews, wines, and on-board

live music entertainment. The railroad coordinates these excursions to not interfere with other area attractions holding events. This attraction operates once monthly in May and June and twice monthly July through the end of October. Prior to the pandemic more than two thousand passengers enjoyed this attraction annually. In 2022, this will operate more frequently than in the past.

Starting in early July, trains to Thendara will operate on Thursday and Saturday, departing at 9:30 AM and returning in the evening. In addition, trains to Thendara will also operate on Friday and Sunday beginning in mid-September through mid-October. These trains have been very popular for many years. We anticipate many more passengers will want to experience the smooth ride on the upgraded track and right of way that is a result of the \$20 million investment by New York State during 2021 and 2022.

Our marketing efforts, in coordination with Oneida County Tourism, using traditional as well as social media are creating demand from passengers in new areas across New York State. We expect ridership will increase over historical levels with equipment acquired just prior to the start of the pandemic, that provides a new and memorable experience.

Another new offering is a dinner train that will operate on the third Tuesday starting in July and ending in October, departing at 6 PM and returning by 9 PM. This service, like the others described, is catered by a local firm, and features our dome car, our dining car, and first class cars traveling to and from Remsen. We anticipate from experience with the dinner trains this winter that this unique experience will sell out.

Starting after Thanksgiving weekend the Adirondack Railroad will again offer the Polar Express, a premier and memorable experience that historically has been enjoyed by more than 20,000 passengers annually. The station is the ideal stage for Christmas themed events and trains that operate four days per week for four weeks.

For the past 30 years ARPS and the Adirondack Railroad have had a collaborative and rewarding partnership with the New York State Department of Transportation and the Mohawk, Adirondack & Northern Railroad. Beginning in August 2022, a new train service will be inaugurated from Union Station to Tupper Lake. We plan only two trains this year to coordinate with completion of the upgrade construction investments being made by New York State. In 2023, we anticipate at least one regular weekly train will operate beginning on Memorial Day weekend through mid-October. This excursion will be the longest east of the Mississippi River and is sure to attract railfans from across the United States.

Planned improvements

The upper level space over the ticket area requires repairs and new paint. We anticipate discussions about how that will be accomplished. The gift shop area has been an important

operation throughout the year. We will be reviewing our future needs and any changes will be discussed prior to implementation. We do not anticipate any changes with the ticket window areas.

Background on the principals of ARPS

The operation and management of ARPS and the Adirondack Railroad is guided by an 11-person Board of Directors, who bring many years of experience in rail and urban transportation, finance, strategic planning, marketing, and general business administration.

The officers and a summary of their skills and experience:

- Frank Kobliski, President & CEO, Chair of the Executive Committee, has been on the Board since 2014. He retired from the Central New York Regional Transportation Authority as President & CEO after a successful 30 plus year career with this essential urban transit agency. He is a lifelong resident of central New York, active in many community organizations. He is a qualified locomotive engineer.
- Steven Potter, Vice-President was elected to the Board in 2021. He retired as a senior executive with CSX Railroad, one of the largest Class 1 rail freight carriers in the United States, having had system-wide responsibilities. He is a member of the Executive, Finance, Operations, Governance, and Strategic Planning committees of the organization. He has homes in Florida and Long Lake, NY.
- Neal Baumann, Treasurer was elected to the Board in 2021. He is a Regional Director with Benjamin F. Edwards Company, a national financial advisory firm with headquarters in St. Louis, MO. He lives in Armonk, NY is a member of the Executive and Operations committees, Chair of the Finance committee.
- Robert Hest, Secretary was first elected to the Board in 2016. He is retired after a career that included a decade as a senior officer with Canadian National Railways, and over 25 years as a successful consultant and advisor in strategic management to manufacturers and government agencies in Canada and the United States. He is a member of the Executive, Governance, Strategic Planning, Marketing committees, and Chair of the Personnel committee. His home is in Mountain View, NY.
- Justin Gonyo, General Manager. Mr. Gonyo is the senior staff person in the organization. He brings many years operating experience gained with responsible positions with Canadian Pacific Railroad in New York State and as General Manager of the former Saratoga & North Creek Railroad in North Creek. His knowledge of all facets of rail operations and rail safety are an important asset for our operations, and he is responsible for the timely implementation of our newly successful train experiences.

Financial Statements

See attached 990s for 2019 and 2020. The 2021 statement is not yet complete.

References

There is a long association between ARPS and Oneida County. We are happy to provide additional references, for example the officers of our bank, or the principals we work with at New York State Department of Transportation, if that is necessary. Please advise.

Insurances

ARPS has liability coverage of \$20 million and the County is a named insured. All other insurance coverages noted in the RFP are currently in force.

###



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/09/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Phone: 800-722-7722 Fax: 315-768-8403 LINCOLN TRANSPORTATION INS BROKERS, INC. 5920 AIRPORT ROAD ORISKANY NY 13424	CONTACT NAME: LINCOLN TRANSPORTATION INS BROKERS, INC. PHONE (A/C, No, Ext): 800-722-7722 FAX (A/C, No): 315-768-8403 E-MAIL ADDRESS: beth.garguilo@lincolnins.com
INSURED ADIRONDACK RAILWAY PRESERVATION SOCIETY, INC. C/O ADIRONDACK RAILROAD 330 Main Street Suite 102 UTICA NY 13501	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Indian Harbor Insurance Company 36940 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 19606 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

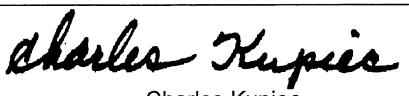
INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		US00067538LI22A	07/17/22	07/17/23	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED. EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS \$ OTH ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$

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

The certificate holder is named as an Additional Insured on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured with respects to the insureds operations during the April 19, 2023 Utica Chamber of Commerce Members After Hours(4:30pm - 8:00pm) event during at Union Station , Utica NY.

CERTIFICATE HOLDER

CANCELLATION

Oneida County 800 Park Avenue Utica, NY 13501 Attention: Hasty, Zane <zhasty@ocgov.net>	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  Charles Kupiec
--	--



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

MARK E. LARAMIE, P.E.
Commissioner

March 7, 2023

FN 20 23 - 105

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Enclosed is a contract for engineering design services in replacing various structures on Holman City Road (CR 2) and Church Road (CR 20), in the Town of Paris. The County has received a State and Municipal Facilities Program (SAM) grant for this project, PIN #7382.

Requests for proposals were solicited from qualified Consultants, and on October 19, 2022, the Board of Acquisition & Contract awarded the contract to Fisher Associates, P.E., L.S., L.A., D.P.C., to provide the engineering design services for the aforementioned project in the amount of \$111,200.00.

Please consider the attached Agreement, and if it meets with your approval, please forward to the Board of Legislators for further approval. Thank you in advance for your consideration and approval.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
Commissioner

Enclosures

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

Anthony J. Picente, Jr.
County Executive

Date 3-7-23

Oneida County Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:	Fisher Associates, P.E., L.S., L.A., D.P.C. 180 Charlotte Street Rochester, NY 14607
Title of Activity of Service:	Engineering Design Services – Replacement of Various Structures on Holman City Road and Church Road, Town of Paris (SAM Grant PIN #7382)
Proposed Dates of Operation:	Start on Execution – 12/31/2023
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

The enclosed contract is for engineering design services in replacing various structures on Holman City Road and Church Road, in the Town of Paris. The County has received a State and Municipal Facilities Program (SAM) grant for this project.

Requests for proposals were solicited from qualified Consultants, and on October 19, 2022, the Board of Acquisition & Contract awarded the contract to Fisher Associates, P.E., L.S., L.A., D.P.C., to provide the engineering design services for the aforementioned project in the amount of \$111,200.00.

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

3) Program Design and Staffing: N/A

4) Funding	Account #:	H-298
	Total Funding Requested:	\$111,200.00
	Oneida County Dept. Funding Recommendation:	\$111,200.00
Proposed Funding Sources	Federal:	\$0.00
	State:	\$0.00
	County:	\$111,200.00

Mandated / Not Mandated: Not Mandated

Past Performance Data: N/A

O.C. Department Staff Comments: None

CONSULTANT SERVICES AGREEMENT

This Agreement (the "Agreement") is made this ____ day of _____ 202³, by and between the COUNTY OF ONEIDA (hereinafter called "County"), a New York municipal corporation, with its principal office located at 800 Park Avenue, Utica, New York 13501, and Fisher Associates, P.E., L.S., L.A., D.P.C. (hereinafter called "Consultant"), a New York domestic professional service corporation with its place of business located at 180 Charlotte Street, Rochester, NY 14607. The County and Consultant are referred to herein each as a "Party" and together as the "Parties".

WITNESSETH:

WHEREAS, County requires engineering design services associated with the following five projects: (1) Replacement of Structure SIN 3-20, Church Road, Town of Paris; (2) Replacement of Structure Culvert 1-2, Holman City Road, Town of Paris; (3) Replacement of Structure Culvert 1A-2, Holman City Road, Town of Paris; (4) Replacement of Structure Culvert 2-2, Holman City Road, Town of Paris; (5) Replacement of Structure SIN 3-2, Holman City Road, Town of Paris; (6) Replacement of Structure SIN 4-2, Holman City Road, Town of Paris.

WHEREAS, Consultant has submitted a proposal to provide such services; and

WHEREAS, The Oneida County Board of Acquisition & Contract has authorized this Agreement; and

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. TERM

1.1. The term of this Agreement shall commence upon County's issuance to Consultant of a written Notice to Proceed (the "Notice to Proceed") and shall terminate upon completion of all work required of Consultant, but no later than December 31, 2023.

2. NOTICE TO PROCEED

2.1. The Notice to Proceed shall be in the form of a letter signed by County's Project Manager (as identified herein), authorizing the Services described herein. No Services shall commence until the Notice to Proceed is issued and County shall have no obligation to compensate Consultant for any Services performed before the Notice to Proceed is issued.

3. COMPENSATION

3.1. For Consultant providing the Services the County will pay Consultant an amount not-to-

exceed **One Hundred Eleven Thousand Two Hundred dollars and Zero cents (\$111,200.00)**.

3.2. Payment shall be made monthly on a basis of work completed and billed in accordance with the hourly rates established in **Attachment C**.

3.3. There shall be no separate payments for reimbursable expenses. Compensation for all reimbursable expenses is included in the not-to-exceed fee.

3.4. In case of changes affecting the scope of work resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization of County. Payments for additional services performed shall be agreed upon in writing prior to commencement of such additional services and payment for such additional services shall be made based on the percentage of services completed and/or on completion of major tasks.

3.5. County reserves the right to withhold payment due to Consultant's failure to properly perform its obligations under this Agreement. County may withhold payment for reasons including, but not limited to: (1) defective services, (2) third party claims, (3) failure of Consultant to pay its sub-consultants, or (4) damage to County. County may correct any conditions which do not meet the requirements of this Agreement and deduct the cost from the amounts due under this Agreement, and recover any remaining costs from Consultant.

3.6. It is understood and agreed that Consultant shall not be entitled to payment for any fees or costs incurred prior to the issuance of the Notice to Proceed or following the termination date of this Agreement.

4. **EXECUTORY OR NON-APPROPRIATION CLAUSE**

4.1. The obligations of the Parties are conditioned upon the continued availability of government funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, County shall have the option to immediately terminate this Agreement upon providing written notice to Consultant by certified mail. In such an event Consultant shall receive payment for costs actually incurred prior to termination, and shall not receive actual or consequential damages as a result of termination.

5. **SCOPE OF SERVICES**

5.1. Consultant shall provide certain services identified in the original Request for Proposal, attached hereto as **Attachment B** and the Consultant Proposal, attached hereto as **Attachment C** (both collectively hereinafter the “Services”).

5.2. Consultant agrees to provide Services in accordance with the project description and scope of services, defined in **Attachment B**.

5.3. Consultant shall furnish all staffing, equipment, materials, and/or supplies necessary for the performance of the Services under this Agreement, and shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable federal and state safety standards.

6. **PERFORMANCE OF SERVICES**

6.1. Consultant affirms that it does not have any financial interest or conflict of interest that would prevent Consultant from providing unbiased, impartial service under this Agreement.

6.2. Consultant's Services shall be performed, completed and submitted with reasonable care and in accordance with industry standards.

6.3. It is understood and agreed that Consultant has the professional skills necessary to perform the Services agreed to be performed under this Agreement, and that County relies upon the professional skills of Consultant to perform Consultant's duties.

6.4. Consultant agrees to maintain in confidence and not disclose to any person or entity, without County's prior written consent, any confidential information, knowledge or data relating to the products, processes, or operations of County. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

6.5. Consultant represents that it has the experience, licenses, qualifications, staff and expertise to perform said Services in a professional and competent manner.

6.6. Consultant shall be solely responsible for determining the method, details and means of performing the Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

6.7. Consultant is solely responsible for paying all of its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

6.8. Consultant acknowledges and agrees that it and its employees and sub-consultants have

no authority to enter into contracts that bind County, or create obligations on the part of County, without the prior written authorization of the County.

6.9. Consultant understands that prompt and ready completion of the Services is required. Completion dates, if specified herein, may only be modified by mutual written agreement of the Parties. Consultant agrees to diligently perform the Services to be provided under this Agreement.

6.10. Consultant shall immediately notify County in writing of any difficulty in complying with any of the requirements of this Agreement.

7. NON-ASSIGNMENT

7.1. Consultant shall not to assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of its right, title or interest therein, or its power to execute this Agreement, to any other person, corporation or other entity without the previous consent, in writing, by County.

8. SUBCONTRACTS

8.1. A sub-consultant is a person who has an agreement with Consultant to perform any of the Services.

8.2. Consultant agrees to furnish to County, prior to the execution of this Agreement, a list of names of sub-consultants to whom it proposes to award any portion of the Services.

8.3. Agreements between Consultant and its sub-consultants shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all Attachments. Consultant shall be solely responsible and shall remain liable for the performance of the Services. Within 14 days of receipt of this information, the County may notify Consultant that it: (1) it has reasonable objection to any such proposed person or entity, in which case Consultant will propose a different sub-consultant, or (2) requires additional time for review the proposed sub-consultant, or (3) Consultant must provide additional information and that action shall be deferred until the Consultant provides further information.

9. CHANGE IN SERVICES

9.1. In case of changes affecting the scope of services resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify

County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization.

10. PROJECT MANAGERS

10.1. County designates the Oneida County Commissioner of Public Works as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to Consultant's performance under this Agreement, and for liaison and coordination between the Parties. In the event County wishes to change its representative, Consultant will be notified in writing.

10.2. Consultant designates Younes Drihmi, P.E., as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in Consultant designated personnel or sub-consultant shall be subject to approval by the Project Manager for County.

11. NOTICES

11.1. Any notice to County shall be sent by certified United States Mail, postage prepaid, to the Commissioner of Public Works, 5999 Judd Road, Oriskany, NY 13424, or at such other address last furnished in writing.

11.2. Any notice to Consultant shall be sent by certified United States Mail, postage prepaid, to Consultant's Project Manager at the address listed above, or at such other address last furnished in writing.

12. INDEPENDENT CONTRACTOR STATUS

12.1. For the purposes of this paragraph only, the term "Independent Contractor" shall be broadly construed to include Consultant and any of its subcontractor(s) or sub-consultant(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Independent Contractor to County shall be that of an independent contractor. The Independent Contractor shall not be deemed an employee of County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Independent Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, an officer or employee of County. County and

the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

12.2. Payments to Consultant shall be reported on IRS Form 1099, and County shall not make any withholding for taxes or any other obligations. Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. Consultant shall indemnify and hold County harmless from all loss or liability incurred by Consultant as a result of County not making such payments or withholdings.

13. ASSUMPTION OF RISK AND INDEMNIFICATION

13.1. Consultant solely assumes all risks in performing the Services.

13.2. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold County, its officers, agents and employees (the "Indemnitees"), harmless against any and all claims (including but not limited to claims asserted by any employee of Consultant or its sub-consultants) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) arising out of or in any way related to: (a) the risks Consultant assumes under this Section, (b) the Consultant's or its sub-consultant's performance of the Agreement, (c) intentional or negligent acts or omissions of Consultant, its officers, sub-consultants, employees, or agents, or (d) Consultant's and/or its sub-consultant's failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of cross-claim, third-party claim, declaratory action or otherwise.

13.3. Neither the termination of this Agreement nor the making of the final payment shall release Consultant from its obligations under this Section. The enumeration elsewhere in this Agreement of particular risks assumed by Consultant or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

14. INSURANCE REQUIREMENTS

14.1. Consultant shall purchase and maintain insurance of the following types of coverage

and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

14.2. Commercial General Liability (“CGL”) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Consultant shall maintain said CGL coverage for itself and the additional insureds for the duration of this Agreement, and maintain completed operations coverage for itself and the additional insureds for at least three (3) years after completion.

14.3. Workers’ Compensation and Employer’s Liability, pursuant to statutory limits.

14.4. Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. County shall be included as an additional insured on a primary and non-contributing basis.

14.5. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) per occurrence. County shall be included as an additional insured. Excess/Commercial Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

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

14.7. Waiver of Subrogation: Consultant waives all rights against County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

14.8. County shall not issue a Notice to Proceed until certificates evidencing the insurance required by this Section have been provided to County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of each of the Consultant's policies. The certificates shall be on forms approved by County and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to County. Acceptance of the certificates shall not relieve 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 hereby 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.

15. REQUIRED PROVISIONS OF LAW

15.1. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all Parties.

15.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either Party, this Agreement shall be amended in writing, and signed by both Parties to make such insertion.

15.3. Consultant agrees that there shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. Consultant shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof. Consultants determined to be in violation of this section shall be deemed to be in breach of this Agreement.

16. BREACH

16.1. A breach of this Agreement shall include, but not be limited to, the following:

16.1.1. If any insurance or bonds required to be maintained pursuant to this Agreement

shall fail to be obtained or shall be cancelled or revoked at any time or if Consultant shall fail to deliver any required insurance certificate or bond.

16.1.2. If any representation or warranty made by Consultant in this Agreement shall be incorrect or fallacious in any respect.

16.1.3. If Consultant shall file a voluntary petition in Bankruptcy Court, or shall be the subject of an involuntary petition in Bankruptcy Court, or shall be adjudged as bankrupt or insolvent, or shall file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute, or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of Consultant.

16.1.4. If Consultant assigns its rights and duties under this Agreement without written consent of County.

16.1.5. County shall review Consultant's performance. If it is found Consultant is not meeting Agreement conditions, it will be formally notified. If the condition is not corrected within a time deemed reasonable to the County, then this will be cause for Agreement termination.

16.1.6. If default shall be made by Consultant in keeping, observing or performing any of the terms or covenants contained in this Agreement, including any Attachments or amendments.

16.2. If Consultant breaches this Agreement, County may declare Consultant in default and pursue all remedies provided herein and available at law. Without limiting the available remedies, County may proceed to perform the Services required under this Agreement and charge the expense thereby incurred against the monies to which Consultant would have been entitled under this Agreement, or may contract with a third party for the performance of the Services and charge the cost and expense thereof in a like manner. In the event of a default in the performance of the Services, Consultant agrees to reimburse County for all costs, expenses and damages incurred by County in completing the Services in accordance with this Agreement.

16.3. In the event of a breach or threatened breach by either Party of its obligations under this Agreement, the other Party shall have the right to seek and obtain an injunction or other equitable relief, in addition to any other remedies provided by this Agreement, or by law.

17. TERMINATION

17.1. This Agreement may be terminated by County immediately for cause or upon ten (10) days written notice.

17.2. If this Agreement is terminated, Consultant shall be entitled to compensation for Services satisfactorily performed to the effective date of termination; provided however, that County may condition payment of such compensation upon Consultant's delivery to County of any and all documents, photographs, computer software, videotapes, and other materials provided to Consultant or prepared by Consultant for County in connection with this Agreement. Payment by County for the Services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which Consultant is entitled in the event of termination of this Agreement and Consultant shall be entitled to no other compensation or damages and expressly waives same.

17.3. This Agreement may be terminated by Consultant upon ten (10) days written notice to County only in the event of substantial failure by County to fulfill obligations under this Agreement through no fault of Consultant.

18. DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS

18.1. Copies of computer diskettes, drawings and specification manuscripts in the possession of the County are to remain the property of County whether or not the project is completed. The Consultant shall provide additional copies to the County upon request. Consultant may retain copies for reference. These documents shall not be used by Consultant for other projects without prior written approval of County. County's use of this data for purposes other than originally intended without written verification or adoption by Consultant shall be at County's sole risk.

19. ADDENDUM

19.1. Consultant shall comply with **Attachment A**, Standard Contract Clauses Addendum, attached hereto and hereby incorporated by reference.

20. NON WAIVER

20.1. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply

preceding or subsequent waiver of that or any other provision.

21. CHOICE OF LAW/FORUM

21.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles.

21.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

22. ORDER OF PRECEDENCE

22.1. In case of conflicts between the provisions of this Agreement and the Attachments, or between the Attachments, the following order of precedence shall control:

22.1.1. **Attachment A – Standard Contract Clauses Addendum**

22.1.2. **Attachment D – Change Order**, in reverse chronological order, if applicable

22.1.3. **This Agreement**

22.1.4. **Attachment B – Request for Proposal**

22.1.5. **Attachment C – Consultant Proposal**

23. SUCCESSORS AND ASSIGNS

23.1. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

24. SEVERABILITY

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

25. ENTIRE AGREEMENT

25.1. This Agreement is the final, binding agreement of the Parties and supersedes all previous negotiations and representations, written or oral, on the subject matter.

26. COUNTERPARTS

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

instrument.

27. AUTHORITY TO ACT/SIGN

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

28. ADVICE OF COUNSEL

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

29. AMENDMENTS

29.1. This Agreement may not be amended except through a written agreement of the Parties, provided, however, that amendments to the Services and/or consultant's compensation, if needed may be in the form of the Change Order attached hereto as **Attachment D.**


(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the respective Parties herein have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

Anthony J. Picente, Jr.
Oneida County Executive

FISHER ASSOCIATES, P.E., L.S., L.A., D.P.C.



Emily M. Smith, P.E.
Vice President | Director of Transportation

APPROVED BY

Andrew Dean, Esq.
Assistant County Attorney

Attachment A

Standard Contract Clauses Addendum

THIS ADDENDUM, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

1. Executory or Non-Appropriation Clause.

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

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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

3. Certification Regarding Lobbying, Debarment, Suspension and other Responsibility Matters, and Drug-Free Workplace Requirements.

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

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

3.1.2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

3.2.1. The Contractor certifies that it and its principals:

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

3.2.1.2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contracts under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.2.1.3. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

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

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

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

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

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

3.3.1.2. Establishing an on-going drug-free awareness program to inform employees about:

3.3.1.2.1. The dangers of drug abuse in the workplace;

3.3.1.2.2. The Contractor's policy of maintaining a drug-free workplace;

3.3.1.2.3. Any available drug counseling, rehabilitation, and employee assistance program; and

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

3.3.1.3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (3.3.1.1) above;

3.3.1.4. Notifying the employee in the statement required by paragraph (3.3.1.1) that as a condition of employment under the Contract, the employee will:

3.3.1.4.1. Abide by the terms of the statement; and

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

3.3.1.5. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (3.3.1.4.2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

3.3.1.6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (3.3.1.4.2), with respect to any employee who is so convicted;

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

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

3.3.1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (3.3.1.1), (3.3.1.2), (3.3.1.3), (3.3.1.4), (3.3.1.5), (3.3.1.6).

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

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

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

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

3.4.2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA). When applicable to the services provided pursuant to the Contract:

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

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

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

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

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

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

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

4.3. The Contractor shall:

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

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

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

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

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

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

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

4.3.8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

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

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

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

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

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

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

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

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

7. Non-Discrimination Requirements. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or

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

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

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

10. Records. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps,

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

11. Identifying Information and Privacy Notification.

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

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

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

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

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

16. Gratuities and Kickbacks.

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

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

17. Audit.

17.1. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted

accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. Certification of compliance with the Iran Divestment Act.

18.1. Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

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

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

19. Prohibition on Tobacco and E-Cigarette use on County Property.

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

19.1.1. For the purposes of this provision, the “use of tobacco” shall include:

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

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

19.1.2. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

19.2. For the purposes of this provision, “on Oneida County property” shall be defined as:

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

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

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

20. Compliance with New York State Labor Law § 201-G.

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

Updated: 11/8/2018

Oneida County Department of Public Works

Division of Engineering
5999 Judd Road
Oriskany, New York 13424

Request For Proposal
Design Services
For

State and Municipal Facilities Program
(SAM 7382)

REPLACEMENT OF VARIOUS STRUCTURES
IN
ONEIDA COUNTY

**Holman City Road, County Route 2 and Church Road, County
Route 20, Town of Paris**

September 2022

A REQUEST FOR PROPOSAL FOR DESIGN SERVICES

1. INTRODUCTION

Oneida County has received a State and Municipal Facilities Program (SAM) grant, administered through the Dormitory Authority of the State of New York (DASNY). The project identification number for this grant is #7382.

- A. The County of Oneida requests proposals from Consultants with demonstrated experience in similar projects. This Request for Proposal (RFP) is for all Engineering Design Services for:

SAM 7382 Replacement of Various Structures in Oneida County.

Holman City Road, County Route 2 and Church Road, County Route 20, Town of Paris.

Five (5) structures of various sizes will be replaced along Holman City Road and one structure on Church Road.

- B. Responses to this Request for Proposal (RFP) must be submitted in Adobe PDF format. Proposals can be submitted via email to ndigennaro@ocgov.net or via mail on a CD to:

Oneida County Department of Public Works
Division of Engineering
5999 Judd Road
Oriskany, New York 13424
Attn: Nicholas P. DiGennaro, P.E., Deputy Commissioner

- C. Packages containing proposals must be marked "**SAM 7382 Replacement of Various Structures in Oneida County**".
- D. Proposals are due at the above address no later than 2:00 p.m. on **September 29, 2022**.
- E. Questions relating to this proposal should be directed to Timothy Decker of the Oneida County Department of Public Works at 315-793-6228.

2. PROJECT DESCRIPTION

- A. Structures selected will be replaced in their entirety, or as noted herein. The selected Consultant will design a complete bridge system suited to the individual locations. The Consultant will be responsible for designing the most cost effective, aesthetically pleasing, and functional bridge system.
- B. Structures selected for replacement are as noted in the following narrative.
- C. Where practical, replacement structures will be constructed wholly within existing right-of-way limits.
- D. Temporary easement limits to facilitate construction will be defined on the construction plans. Right of way acquisition maps and descriptions, where necessary, will be prepared by the selected consultant. A separate agreement, between the county and consultant will be secured to prepare maps if necessary. Oneida County will secure agreements for easements and/or right of way acquisitions with the affected property owners.

PROJECT NARRATIVE

Replacement of five (5) structures along Holman City Road and one (1) structure on Church Road.

Existing structures consist of a variety of materials, shapes and sizes, from concrete cast in place box culverts to laid up stone arches and corrugated metal pipes. All spans are generally 6 ft. and under. The intention of the project is to reduce or eliminate potential flooding issues, provide a consistent roadway width and improve roadside safety.

3. SCOPE OF WORK

- A. The Consultant selected for these projects shall be required to prepare plans and bid specifications for the projects, as described in Section 2, Project Description, and as determined by the County of Oneida.
- B. Plans and bid specifications shall be prepared in accordance with applicable New York State Department of Transportation and AASHTO guidelines.
- C. Work shall include preparation of plans and bid specifications for all related work as well as all field surveys, subsurface investigations, and tests necessary for a complete project design. A hydraulic analysis will be required for each replacement structure.
- D. Without exception, the Consultant shall be responsible for preparing and securing all permits in association with the construction of this project. The County of Oneida shall pay for all permits.
- E. Consultant shall be responsible for securing current New York State Schedule of Wage Rates for this project and distributing subsequent updates to all parties involved throughout construction.
- F. Consultant shall be responsible for securing and preparing necessary contract documentation as required by New York State Department of Transportation guidelines (i.e., equal employment opportunity guidelines, etc.) when necessary.
- G. Plans and specifications shall be ready for bid no later than 120 days after execution of an agreement for consultant services.
- H. Work shall be completed in accordance with the following criteria. The most current editions of the following reference manuals shall prevail:
 - (1) NYSDOT:
 - (a) HS-25 Live Load Rating
 - (b) The Environmental Manual
 - (c) Standard Specifications (USC)
 - (d) Highway Design Manual
 - (e) Bridge Manual (US Customary Edition)
 - (f) Detail Sheets (USC)
 - (g) US Customary Standard Sheets
 - (h) Engineering Instructions / Bulletins

- (2) AASHTO:
 - (a) Standard Specifications for Highway Bridges
 - (b) Policy on Geometric Design of Highways and Streets
 - (3) FHWA:
 - (a) Manual of Uniform Traffic Control Devices
 - (4) Any other applicable NYSDOT or AASHTO guideline.
- I. Generate formal minutes for all meetings. Minutes shall be distributed to the County of Oneida and all other parties involved. The following statement shall be included in the Meeting Minutes:
- "These minutes convey our understanding of items discussed and agreements reached during this meeting. We shall assume that understanding is correct unless written notice to the contrary is directed to us within ten (10) days of the above date of issue."
- J. Consultant services shall be divided into the following sequential phases:
- (1) Implementation
 - (a) Confer with the County and review recommendations/requirements of the project to arrive at a mutual understanding of the scope of the project.
 - (b) Inspect site and review existing data available for project development.
 - (c) Analyze various design alternatives with regards to cost and schedule. Submit results to the County for review and selection.
 - (2) Design Development
 - (a) Verify design alternative selected by the County.
 - (b) Prepare preliminary drawings and specifications sufficient to permit review and approval by the County or its representatives.
 - (c) Review and incorporate comments and revisions into design.
 - (d) Provide a detailed statement of probable construction cost.
 - (3) Comments, Revisions and Final Review
 - (a) Submit drawings and specifications for approval to all agencies concerned. Including, but not limited to, Oneida County and governing New York State permitting agencies.
 - (b) Review and incorporate comments and revisions into design.
 - (c) Provide a detailed statement of probable construction cost.
 - (d) Provide all information generated during design development. Include as a minimum all hand calculations. Computer program outputs (hydraulic analysis, etc.). Subsurface information and bearing capacity analysis. ASCII survey coordinate file.

- (4) Bid Documents
 - (a) Prepare final design drawings, specifications and bid documents stamped and signed by a Professional Engineer registered with the State of New York, in the format previously approved by the County.
 - (b) Deliver original manuscripts and drawings to County within ten days after final review of preliminary drawings.
 - (c) Provide two (2) thumb drives containing entire bid document (plans and specifications), for each project, in Adobe Acrobat (.pdf) format.

- (5) Public Bidding
 - (a) The County of Oneida shall reproduce and distribute all construction documents.
 - (b) Assist in the bidding process by answering questions submitted by bidders and provide Addendums when necessary.
 - (c) Review bids submitted by contractors and forward recommendation to the County.

- (6) Construction Phase
 - (a) All construction inspection shall be performed under a separate agreement. However, following an award of a construction contract the Consultant shall be required to perform site visits, answer questions related to the contract documents, perform submittal review & approval and provide additional services when requested. The cost for these services shall be funded through a contingency fund of \$10,000.00. **This contingency fund shall be included in the proposed fee.** The Consultant shall provide a schedule defining hourly rates for each individual assigned to this project. This schedule shall be used to determine the cost of additional services to be billed against the contingency fund. Consultant shall receive payment on a work performed basis. Therefore, contingency funds not used shall be credited to the County. Provide this information on a separate sheet titled "Schedule A.

- (7) "Record" Drawings
 - (a) Upon completion of a project, assemble all job notes, directives, change orders, and other pertinent data to fully describe all changes to the original plans and specifications.
 - (b) Revise original drawings and specifications to accurately depict the "as-built" condition of the project.
 - (c) Deliver to Oneida County copies of "as-built" drawings on 4mil, double matte, polyester film (11" x 17"). Also, required shall be "as-built" drawings on thumb drive in PDF format.

4. TERMS AND CONDITIONS

- A. The projects outlined in this proposal shall be awarded by the County of Oneida.
- B. The County is not liable for costs incurred prior to the issuance of an executed contract and/or notice to proceed.
- C. Firms responding to the RFP may be designated for interview with the County.
- D. The contents of the successful firm's proposal may become part of the contractual obligations if deemed appropriate by the County.
- E. The County reserves the right to accept or reject any or all proposals when it is considered to be in the best interest of the County to do so.
- F. The successful Consultant shall not discriminate against any individual in accordance with applicable federal, state or local laws.
- G. The contracts entered into, as a result of this Request for Proposal, shall be between the selected firm and the County of Oneida.
- H. Exhibit A, Standard Addendum, attached hereto shall become part of any contract with the County.

5. PAYMENT FOR SERVICES

- A. This fee proposal shall indicate a lump sum fixed fee. Payments shall be made on the basis of work completed. The following schedule of values shall be applied:

Implementation, Design Development & Final Review	60%
Bid Documents and Public Bidding	30%
Construction Phase	See Section 3.J.6.a
Record Drawings	10%
<hr/>	
Total	100%

- B. Construction Phase. This fee proposal shall indicate hourly rates for all personnel associated with the project and estimated total hours for each person using an appropriate construction schedule for each project. Information must be in tabular form and include a grand total. Payments shall be made on the basis of work completed. Provide this information on a separate sheet titled "Schedule A"

6. INDEMNIFICATION AND INSURANCE

- A. Indemnification. CONSULTANT agrees that it shall defend, indemnify and hold harmless 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 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 CONSULTANT and its subconsultants or failure on the part of CONSULTANT and its subconsultants to comply with any of the covenants, terms or conditions of this agreement. The indemnity set forth in this Article 6.1 shall not be applicable to the extent CONSULTANT, its subconsultants, agents, servants or employees are not at fault for the aforementioned liability, damages, expenses, costs, causes of actions, suits, claims, judgments or losses.
- B. Insurance Requirements. CONSULTANT shall maintain, at its own expense, the following insurance until termination of the Agreement. The insurance carrier must have at least an A- (excellent) rating by A. M. Best and be qualified and admitted to do business in the State of New York. The Notice to Proceed shall not be issued, and CONSULTANT shall not commence work 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.
- C. Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and at least Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, completed operations, personal and advertising injury. CONSULTANT shall maintain completed operations coverage for a period of three (3) years after completion.
- D. Automobile Liability covering vehicles owned, leased, hired and non-owned vehicles used, by CONSULTANT with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- E. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) each occurrence, following form over the Commercial General Liability and Automobile Liability, with subrogation waived.
- F. Workers' Compensation pursuant to statute.
- G. Employer's Liability pursuant to statute.
- H. Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and at least Two Million Dollars (\$2,000,000) in the aggregate.
- I. Additional Insured Obligations. To the fullest extent permitted by law, CONSULTANT shall cause the Commercial General Liability, Automobile Liability, and Excess/Commercial Umbrella policies to include COUNTY as an additional insured on a primary and non-contributory basis with subrogation waived.

- J. CONSULTANT shall provide certificates of insurance to COUNTY that evidence compliance with the requirements in this Section 2.5. The certificates shall be on forms approved by COUNTY, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to COUNTY. Acceptance of the certificates shall not relieve 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
- K. CONSULTANT waives all rights against COUNTY for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

7. REIMBURSABLE EXPENSES

- A. There shall be no reimbursable expenses. Miscellaneous expenses incurred must be included in lump sum fixed fee(s) and/or hourly rates.

8. DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS

- A. Original and generated computer diskettes, drawings and specification manuscripts are to remain the property of the County whether or not the project is completed. The Consultant may retain copies for reference. These documents shall not be used by the Consultant for other projects without prior written approval of the County. The County's use of this data for purposes other than originally intended without written verification or adoption by Consultant shall be at the County's sole risk.

9. WAIVER OF IMMUNITY

- A. The successful A/E shall be required to sign a Waiver of Immunity against criminal prosecution.

10. PRINCIPAL PLACE OF BUSINESS

- A. The principal place of business for determining applicable laws is Oneida County, New York.

11. SPECIAL CONDITIONS

- A. Qualification Statement - The Consultant shall be required to submit documentation describing the firm's single most relevant project supporting that firm's belief that theirs is the best choice for the County. This may include specific "qualifying" information requested by the County and other documentation the firm considers relevant. You may also submit additional supporting written or visual materials, brochures, etc., if it helps to supplement the firm's credentials. PLEASE DO NOT SUBMIT IRRELEVANT DATA OR INFORMATION.
- B. Project Proposals Shall Include
 - (1) Understanding of the Scope of the project.
 - (2) members, their roles, and applicable work experience.
 - (3) Consultant Qualifications.
 - (4) Proposed project schedule, including major tasks and target completion dates.
 - (5) Technical approaches in accomplishing the work.

- C. Consultant shall have either on staff, or as a consultant, persons with specific experience in the following disciplines:
- (1) Specification Writing - Familiarity with the New York State Department of Transportation Standard Specifications for Construction and Materials
 - (2) Structural Engineering / Bridge Design
 - (3) These persons/consultants shall be described in the proposal.
- D. Consultant shall have on staff, or as a consultant, a Professional Engineer recognized by the New York State Education Department. A brief resume of this individual shall be provided with the proposal.

12. SELECTION PROCESS

- A. The County shall review all proposals received and reserve the right to select firm(s) for further presentation and interview.
- B. The following criteria shall be used in the selection process.
- (1) Approach to Project:
 - (a) Understanding of project scope
 - (b) Understanding of implied or required activities
 - (c) Reasonableness of proposed approach
 - (d) Proposed work schedule
 - (2) Experience/Qualifications of Project Personnel and Consultants:
 - (a) Previous experience with governmental agencies.
 - (b) Previous experience with similar projects.
 - (c) Project staff experience with similar projects
 - (d) Project management expertise.
 - (3) Credentials of Firm:
 - (a) Reference/client assessment of previous performances
 - (b) General project experience
 - (c) Demonstrated ability to keep projects on schedule
 - (d) Firm's most significant relevant project
 - (4) Level of Effort
 - (a) Commitment of assigned personnel to the project
 - (b) Firm's current workload and availability
 - (5) Proposal Fee

- (a) Itemize fee for each structure to include major tasks including subconsultants. No Soil Borings will be required due to the anticipated size of the replacement structures, Survey & Mapping and Design.
- C. The County shall prepare the contract with the Consultant selected. Any further modifications/addendums to that contract shall be negotiated with the County.
- D. Should the County's proposed contract be unacceptable to the firm selected, the County reserves the right to select another firm.

13. PROPOSAL

We submit the following fee proposal for Engineering Design Services for:

Please be sure to include \$10,000.00 Contingency fee for this project (as described in section 3:J:6:a) in Lump Sum Fee.

Replacement of five (5) structures along Holman City Road and one (1) structure on Church Road.

Total Price Written in Numbers

Total Price Written in Words

Legal Name of Persons, Firm, or Corporation

Address

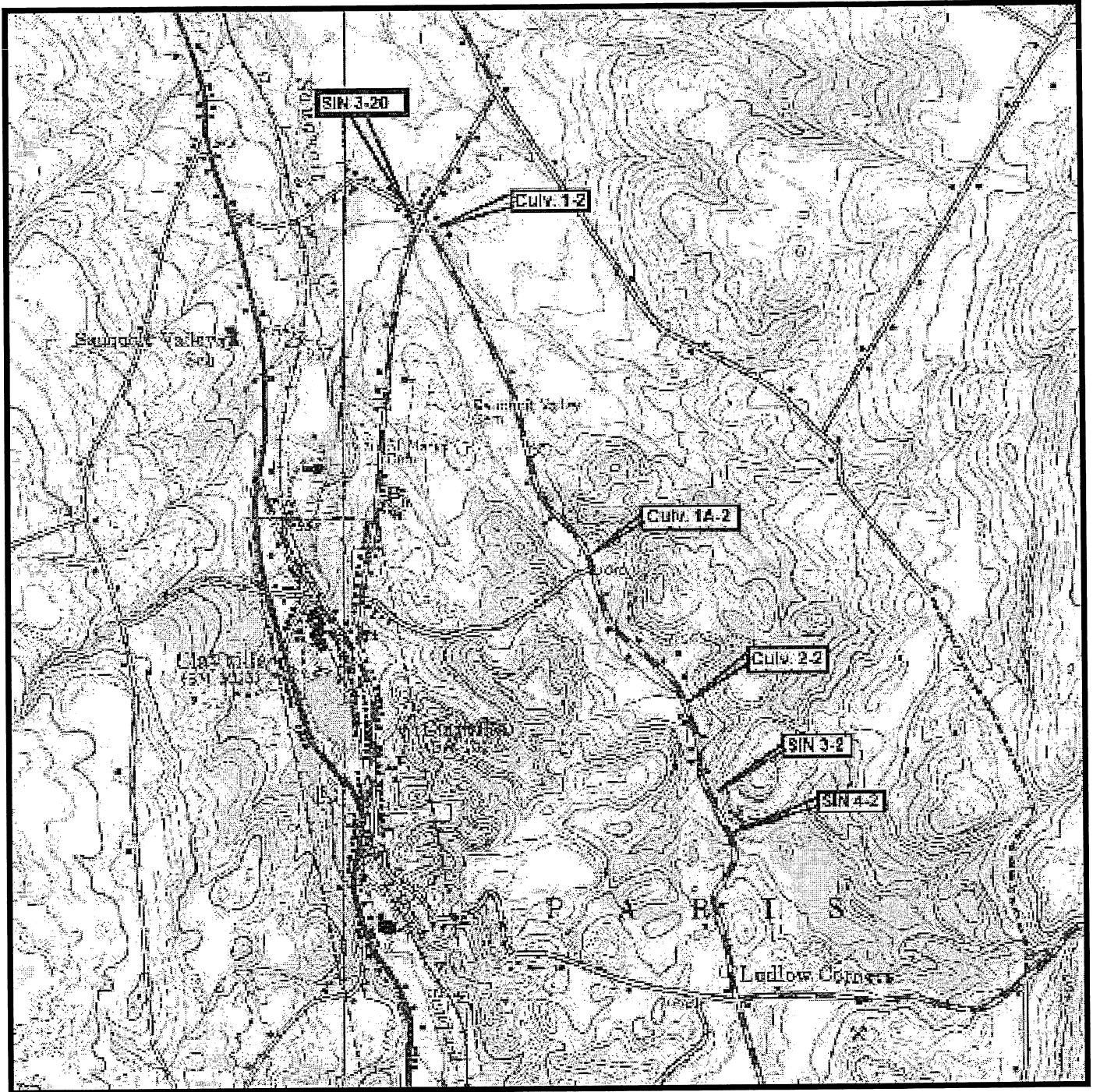
Signature

Title

Telephone Number

Date

14. Project Location Map



15. Project Location Descriptions

All culvert replacement projects are located in the Town of Paris, County of Oneida, New York, within the highway boundaries of Holman City Road, County Route 2 and Church Road, County Route 20, more specifically described as follows:

- SIN 3-20 Church Road, County Route 20
160 ft. south of intersection of Holman City Road / Church Road
Lat. 42.992120 Lon. -75.246215

- Culvert 1-2 Holman City Road, County Route 2
180 ft. east of Church Road / Holman City Road Intersection
Lat. 42.992110 Lon. -75.245689

- Culvert 1A-2 Holman City Road, County Route 2
0.90 miles east of Church Road / Holman City Road Intersection
Lat. 42.981099 Lon. -75.238415

- Culvert 2-2 Holman City Road, County Route 2
1.25 miles east of Church Road / Holman City Road Intersection
Lat. 42.976835 Lon. -75.234495

- SIN 3-2 Holman City Road, County Route 2
1.52 miles east of Church Road / Holman City Road Intersection
Lat. 42.973203 Lon. -75.232997

- SIN 4-2 Holman City Road, County Route 2
1.64 miles east of Church Road / Holman City Road Intersection
Lat. 42.971701 Lon. -75.231916

EXHIBIT A
ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

- a. Pursuant to Oneida County Board of 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. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 - i. The Contractor certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
 - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
- ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
- i. The Contractor will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
 - D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
 - 1) Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended;or

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

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

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

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

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

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

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

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

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). When applicable to the services provided pursuant to the Contract:

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

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

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

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

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

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

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

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 - ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
 - d. The Contractor agrees that this contract may be amended if any of the following events occurs:
 - i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
 - e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.
5. NON-ASSIGNMENT CLAUSE. In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.
6. WORKER'S COMPENSATION BENEFITS. In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
7. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for

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

8. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.
9. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.
10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.
11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
 - b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.
12. CONFLICTING TERMS. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.
13. GOVERNING LAW. This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.
14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.
- a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.
 - b. In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.
15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).
16. GRATUITIES AND KICKBACKS.
- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
 - b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT.

- a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.
- b. If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
 - c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
 - d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.
20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

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

EXHIBIT B
Non-Collusion Certification

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

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

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

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

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

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

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for restricting competition.

(b) A Bid shall not be considered for award, nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political

subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

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

Submitted By

(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____

(SIGN AND RETURN WITH PROPOSAL)

EXHIBIT C
Iran Divestment Act - Certification

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case-by-case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

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

The Certification is as follows:

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

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

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

Submitted By

(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____

(SIGN AND RETURN WITH PROPOSAL)

EXHIBIT D

Recycling and Solid Waste Management Certification Form for Oneida County Contracts

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

REGULATORY COMPLIANCE

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

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

CERTIFICATION STATEMENT

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

Submitted By

(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____

(SIGN AND RETURN WITH PROPOSAL)

EXHIBIT E
Statement on Sexual Harassment in Accordance with New York State Law

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

Submitted By

(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____

(SIGN AND RETURN WITH PROPOSAL)

Response to Request for Proposals:



SAM 7382

Replacement of Various Structures in Oneida County

**Holman City Road, County Route 2 and Church Road,
County Route 20, Town of Paris**

Oneida County Department of Public Works
September 29, 2022



FISHER 
ASSOCIATES

Contact:
Emily Smith, P.E.
esmith@fisherassoc.com
315-422-4822

Qualification Statement

Why Choose Fisher Associates for This Project?

Oneida County will achieve its goals for safety and infrastructure resiliency with Fisher Associates, P.E., L.S., L.A., D.P.C. designing the replacement of the six structures identified in this RFP because our team offers the combination of culvert replacement experience, local familiarity, and proven dependability necessary to deliver the project efficiently and effectively.

We will deliver a practical design solution with exceptional efficiency thanks to our:

- Experience handling very similar projects in your area, such as several locally funded Oneida and Otsego County bridge and culvert replacements;
- Project leadership team featuring Project Manager Younes Drihmi, P.E., Principal-in-Charge Emily Smith, P.E., and Client Liaison/Construction Manager Allen Cowen, P.E. — together giving you vast design and management experience, coupled with a deep understanding of Oneida County's priorities, preferences, and procedures; and
- In-house environmental capabilities, and trusted local survey subconsultant Emrich Land Surveying, PLLC, for added efficiency.

Project Spotlight: Oneida County Culvert Replacements

Our ongoing work with you on the Oneida County Culvert Replacements and Blossvale Road Slope Stabilization project emphasizes our standing as the best choice for the County.

On this project, we have demonstrated all the qualities and outcomes necessary for successful project delivery and a productive County-consultant partnership — along with the value of our Clientship™ experience, which gives you an attentive and responsive team that follows through, keeps you informed, and provides peace of mind so you can focus your time on what matters most to you and your community. Highlights include:

- All submissions have been delivered to Oneida County on time, accompanied by smooth and well-managed communications between our team and yours.
- Our Engineer's Estimates have been in the "sweet spot" of 8-10% above the lowest bidder, highlighting the budgetary accuracy of our work and our ability to prevent surprises.
- Construction is advancing well, driven by our emphasis on constructability during design, and we expect the project to wrap up on-schedule.

Thank you for the opportunity to submit this proposal. We look forward to the opportunity to bring the same level of expertise and efficiency to Oneida County on this project.

Sincerely,

FISHER ASSOCIATES, P.E., L.S., L.A., D.P.C.



Emily M. Smith, P.E.

Vice President / Director of Transportation

315.422.4822 ext. 255 | esmith@fisherassoc.com

By living our clientship principles and core values, we create powerful client experiences.

Project Proposal

Fisher’s successful track record on locally funded culvert and bridge projects across New York State — particularly in Oneida County and nearby Lewis County — offers confidence you will receive the highest levels of quality, efficiency, and dependability as we perform the work outlined in your RFP.

Below we outline how our time-tested experience informs our assessment of the project and our ability to deliver successful designs.

Understanding of the Project Scope and Our Technical Approach

The project scope of work consists of the replacement of six (6) culverts in Oneida County. The culverts are in Holman City Road, County Route 2 and Church Road, County Route 20, Town of Paris. Five (5) structures of various sizes will be replaced along Holman City Road and one structure on Church Road. We conducted site visits to all six (6) structures and the following are our field observations and recommendations for each structure:

SIN 3-20 — The existing CMP culvert has a span of 5.5 ft and a rise of 46”. The CMP invert is heavily corroded up to 8” from the bottom of the pipe. A 3 ft. deep and 12 ft. wide scour pool was observed at the outlet, and stream bank erosion is evident on the downstream end. The proposed solution consists of replacing the existing CMP culvert with a precast box culvert.

The proposed structure will be designed to pass the 50-year design flood and meet DEC requirements. As a counter-scour measure, heavy stone will be added to the upstream and downstream stream banks. The project limits will extend approximately 50 feet on each end to tie-in with the existing roadway.

Culvert 1-2 — The existing structure is a 48” CMP structure covered with stacked stone. The structure is heavily corroded and undersized. In addition, a 40 ft stacked stone retaining wall on the upstream side is heavily damaged and will need to be replaced as part of this project.



The proposed solution consists of replacing the existing structure with a precast three-sided culvert on spread footings. The culvert will be designed to pass the 50-year design flood and meet DEC requirements. As part of this project, the 40 ft.

retaining wall will be replaced with a cast in-place concrete wall. The project limits will extend approximately 75 feet on each end to tie-in with the existing roadway. It is likely that guide rail will be required due to the proximity of the retaining wall.

Culvert 1A-2 — The existing pipe is a 15” steel pipe on the outlet side. The inlet side is a corrugated pipe and is almost completely crushed. The stream banks appear to be heavily scoured on both the inlet and outlet sides.

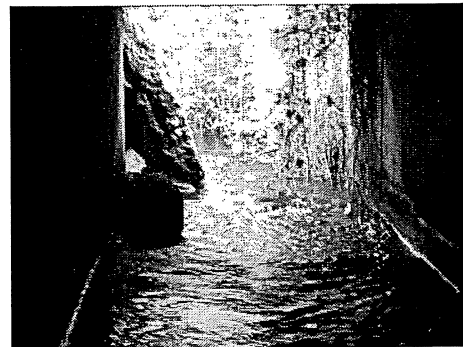
Fisher proposes to replace this structure with a 24” pipe that passes the 50-year design flood and meets DEC requirements. In addition, we propose to use heavy stone as a counter-scour

measure upstream and downstream of the structure. Adding new rail for traffic safety will be evaluated as part of this project. The project limits will extend approximately 50 feet on each end to tie-in with the existing roadway.

Culvert 2-2 — The existing culvert is a 68” span CMP with concrete arch extensions. The concrete extensions are cracked, and the CMP appears to be heavily corroded. Fisher proposes to replace the existing structure with a precast three-sided structure founded on spread footings.

The new structure will be designed to pass the 50-year design flood and meet DEC requirements. An overhead electric wire crosses the structure and will need to be relocated before construction. Fisher will coordinate with the utility company to relocate the utility poles before the start of construction. The project limits will extend approximately 50 feet on each end to tie-in with the existing roadway.

SIN 3-2 — The existing cast in place concrete culvert is undersized. The upstream south-east wingwall has failed and is impeding flow into the structure. It is important to note the roadway width at this location is narrow and part of the existing headwall serves as a roadway shoulder. We also noted that the headwall does not include railing, which is a safety concern for local traffic.



Our proposed solution involves replacing the existing structure with a precast structure that passes the 50-year design flood and meets DEC requirements. The proposed culvert will be slightly longer to fit a standard 2 ft shoulder and will include new rail to improve traffic safety. The project limits will extend approximately 50 feet on each end to tie-in with the existing roadway.



SIN 4-2 — The existing 48” CMP with a steel grate is partially crushed by the stone fill placed around it. The stream banks show signs of scour and material loss at both the inlet and outlet. A buried telephone line was discovered at the southeast quadrant. The telephone line will be impacted during excavation and will need to be relocated as part of this project. Fisher proposes to replace the existing structure with a box culvert and install heavy stone as a counter-scour measure at the stream banks.



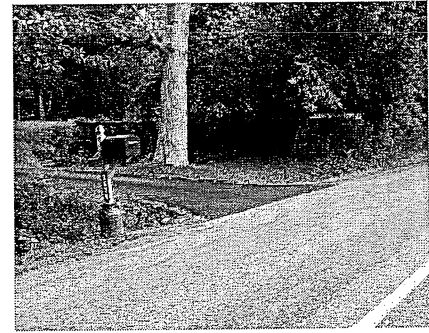
The proposed structure will be designed to pass the 50-year design flood and meet DEC requirements. The project limits will extend approximately 50 feet on each end to tie-in with the existing roadway.

The entire corrugated rail run along the northern side of the road at this location should be replaced to meet current design standards. The existing rail is too low and is tipping back, most likely as the result of snow plow damage.

Work-Zone Traffic Control

This project will require full road closures. Fisher will work with the County to establish a construction sequence and applicable detours for all six sites to minimize construction impacts on the local community.

The proposed construction sequence will ensure that all residents within Holman County Road and Church Road have unobstructed access to their properties during construction.



Utility Coordination

We are aware of the municipal water main along Holman City Road and will need to review record plans and coordinate impacts with the Town of Paris and the Sauquoit Water District during the design phase.

Community Engagement

We will work closely with you to develop a public participation plan that suits the needs of you and your community. This starts with close collaboration to define your public outreach goals and key commercial, residential, and agricultural stakeholders. We then employ one or more elements of our full suite of interactive communication and collaboration tools, including a range of in-person and virtual methods, to gain input and build project consensus. We create a unique plan for every project, but we do have proven templates to start with — saving you time and money — to incorporate diverse operational and scheduling needs into construction planning.

Environmental/Permitting

We performed an initial screening of the project for this proposal to see whether anything might impact our approach to this project. The Unnamed Tributary to Sauquoit Creek is a NYSDEC Class C(T) mapped stream. This section of the stream is designated to support fisheries, specifically trout populations and stocking. This is a regulated stream segment by NYSDEC and an Article 15: Protection of Waters permit will be required for any work in the stream. In addition, the project is located within a 100-year floodway, and coordination would be needed with the local floodway administrator.

Proposed Project Schedule

Fisher is prepared to expedite the design phase for this project to allow the contractor enough lead time to secure the precast structures and possibly start construction as early as fall 2023. The following is our proposed design schedule and target completion dates:

- Project Award: November 2022.
- Survey and mapping completed by January 2023.
- Preliminary design memo submitted by February 10, 2023.
- Preliminary drawings and specs submitted by March 3, 2023.
- Final drawings, specs and estimates submitted by March 24, 2023.
- Permits submitted by April 14, 2023.
- Bid documents submitted by April 28, 2023.

Key Team Members, Roles, and Applicable Work Experience

Below are the key engineers, technicians, and designers we have selected for your project.

- We have multiple Professional Engineers recognized by the New York State Education Department, with strong capabilities in structural engineering and bridge design.
- Our team has extensive experience writing specifications according to the New York State Department of Transportation Standard Specifications for Construction and Materials.
- All are fully committed to seeing this project through completion, and all are available to start work immediately upon notice to proceed.

Project Manager Younes Drihmi, P.E. will be your day-to-day contact. Younes has a unique ability and extensive background to handle culvert and bridge replacement and rehabilitation projects that require coordination with multiple agencies. His design experience includes the design and analysis of steel culverts, precast concrete structures, steel truss bridges, steel multi-girder systems, and prestressed concrete beams. His strength in preparing contract documents and specifications is a direct result of managing projects during construction and understanding the execution of the specifications. He understands the issues that are typical in these types of contracts and has successfully navigated projects through those challenges.

Principal-in-Charge and QA/QC Manager Emily Smith, P.E. has 19 years of relevant experience overseeing transportation projects that meet FHWA and NYSDOT design and reporting standards, with an over \$600M construction value. She will provide oversight and quality assurance reviews for all submissions for your project. She is known for her client-centered approach to projects and unsurpassed attention to detail. Her diverse experience managing multi-disciplined transportation projects facilitates a thorough review of all aspects of the plans. Emily will ensure that all work is completed in accordance with the scope and your needs.

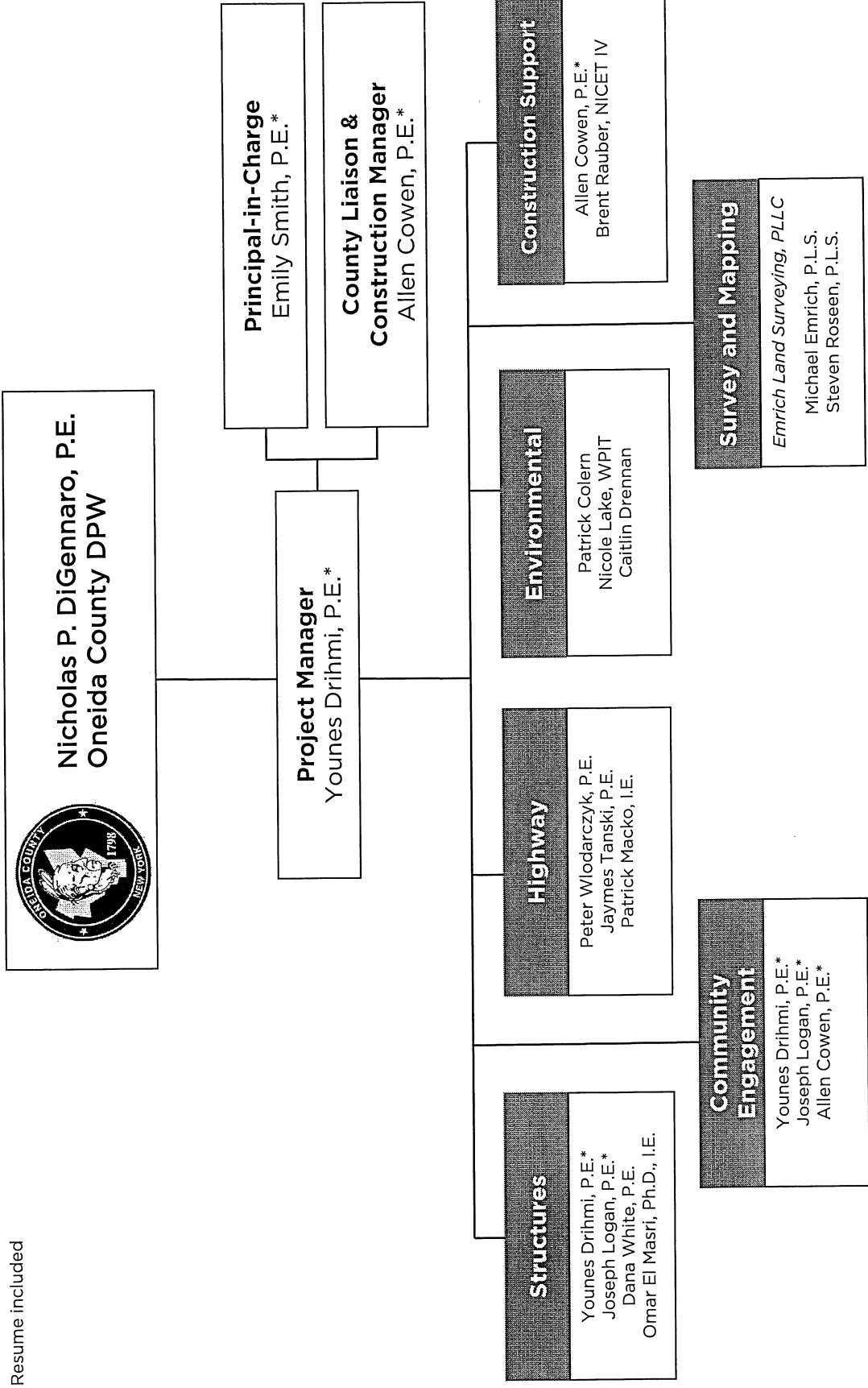
County Liaison and Construction Manager Allen Cowen, P.E., has been a Project Manager and Project Engineer on a broad range of highway, bridge, canal, and civil related projects, with a portfolio of over 125 construction projects with a total construction value of over \$150M. He will work closely with you to ensure constructability is at the forefront of our design, and he will leverage his decades of experience to lead our construction support services.

Sr. Structural Engineer Joseph Logan, P.E. has 42 years of experience and brings a wealth of bridge design and rehabilitation knowledge having managed bridge inspection, rehabilitation, and replacement projects for over 130 bridges in the short to medium span range. He has managed our bridge inspection teams on biennial bridge and culvert inspection contracts in NYSDOT Regions 2, 3, 4, 5, 6, & 7, and has led our initiative in non-destructive testing and concrete assessments. Joe will lead the evaluation and review of the various project features, channel protection and channel opening to identify solutions that provide the most cost effective, aesthetically pleasing, and functional structure.

For survey, we have teamed with local surveyor **Emrich Land Surveying PLLC**, based in Ilion. Led by Michael Emrich, P.L.S., the company's site survey and mapping capabilities are proven through performance on several projects with the Fisher team, including several Culvert Replacements and the CR 5 Retaining Wall Replacement in Otsego County, along with the CR 34 over Elk Creek Bridge Replacement in Otsego County.

An organizational chart and key staff resumes appear on the following pages.

Organizational Chart



* Resume included

Younes Drihmi, P.E.

Project Manager



P: (607) 232-5027
M: (607) 727-5929
E: ydrihmi@fisherassoc.com

Education

- B.S. Civil Engineering, Syracuse University
- A.S. Engineering Science, Broome Community College

Years of Experience

13

Certifications

- Professional Engineer
New York
Virginia
- Certified Bridge Safety Inspector - PennDOT

Areas of Specialization

- Project Management
- Bridge replacement, rehabilitation, and inspection
- Bridge load ratings
- Bridge maintenance program applications
- 3D modeling in 3D Max and Infracore 360
- LAFAP Process
- NYSDOT LPM and PDM
- BridgeNY applications

Younes is a Senior Project Manager with over 13 years of structural engineering experience, including: design, analysis, rehabilitation, bridge load rating, inspection and construction support. His design experience includes the design and analysis of steel culverts, precast concrete structures and prestressed concrete beams, steel truss bridges, and steel multi-girder systems. Younes has led the design and construction of several culvert and bridge rehabilitation and replacement projects, including concrete arch structures and multi-girder bridges. He is highly experienced with the NYSDOT bridge design standards. He is also familiar with AASHTO LRFD and LFD bridge design specifications and knowledgeable in municipal and DOT projects.

Project Experience

Oneida County Culvert Replacements, Oneida County, NY: Younes is Project Manager for the locally funded replacement of five culverts and remediation of a large embankment slope failure. While each has its unique site-specific challenges and solution, the goal for each is to achieve a 75-year design life that will resolve hydraulic and highway geometric deficiencies. Our design approach consisted of utilizing a precast concrete box or three-sided culvert design on all sites to establish an economy of scale. Implementing this design approach will produce savings in construction costs.

Ashe Road CR 246 over Crum Creek Bridge Replacement, Town of Manheim, Herkimer County, NY: Younes is Project Manager for our design of the replacement structure to a 1910 concrete jack arch bridge with concrete abutments and parapets spanning a length of approximately 45 feet over Crum Creek. Historically, the bridge has been inundated by storm events due to poor hydraulic performance causing overtopping and road closures. Design features of the \$1.1M project include use of adjacent prestressed concrete voided slabs, topped with a waterproof membrane and an asphalt wearing surface, to present a smooth surface below that will not catch debris and provide the shallowest superstructure to help improve freeboard while minimizing the need to raise the road profile. The deck will have open drainage, as the road profile is nearly flat, and jointless details will provide a low-maintenance superstructure.

Marshey Road over West Branch Oswegatchie River Bridge Replacement, Town of Diana, Lewis County, NY: The superstructure is a single span, steel pony truss, and the deficiencies include heavy section loss to the steel stringers and steel floorbeams, impact damage to truss members, and paint loss with surface corrosion and rust at steel members and bearing surfaces. This \$2.5M project will provide a new superstructure built to meet structural standards with an increased service life and minimized maintenance costs. The roadway will be widened to allow for two lanes of traffic. Approach work is also included for a seamless transition to the roadway. Younes is the Project Manager.

CR 34 over Elk Creek Bridge Replacement, Otsego County, NY: Younes is Project Manager for the replacement of BIN 3354310 in the Town of Westford. The existing structure is in a critical structural condition. Our solution incorporates proven design details that are durable and cost-effective to minimize construction costs, while our use of jointless details and scour protection technique will reduce long-term maintenance costs. Overall, this design approach will provide a new structure with a 75-year design service life.

Emily M. Smith, P.E.

Principal-in-Charge



P: (315) 422-4822
M: (201) 965-3602
E: esmith@fisherassoc.com

Education

- B.E., Civil Engineering, 2003
Stevens Institute of Technology
- M.E., Structural Engineering, 2003
Stevens Institute of Technology

Years of Experience
19

With Firm
14

Registration

Professional Engineer:

- New York
- New Jersey
- Pennsylvania
- Ohio
- Indiana
- Maine
- Connecticut
- Kansas
- West Virginia
- South Carolina

Licensed P.E. in 15 additional states

Affiliations

- American Society of Civil Engineers
- ABCD, WNY chapter
- NYSATE
- APWA

Areas of Specialization

- LAFAP procedures
- Pedestrian Bridges
- Trail Design
- Bridge Rehabilitation and Replacement
- Contract administration
- Multi-disciplined project oversight & coordination
- Agency coordination
- Public participation
- Quality Assurance/Quality Control

Emily Smith, P.E. has 19 years of experience in highway design, traffic engineering, structural engineering, transportation planning, environmental screening, and construction management. She is experienced in managing and coordinating the scoping, planning, design, and construction phases of a variety of transportation project types including the rehabilitation and reconstruction of existing roadways and structures. In addition, she is knowledgeable in the technical and economic feasibility evaluation of alternative design configurations, contract document preparation, cost estimating and cost control.

As the Director of Transportation, one of Emily's responsibilities is to oversee our senior project managers to ensure that professional standards of work are maintained, and that ongoing communication with our clients is provided. In addition to overseeing staff assignments, project budgets and schedules, and monitoring client satisfaction, her diverse background and attention to detail are invaluable in providing technical oversight for our engineering disciplines. She ensures that standards and quality control procedures are implemented on all projects and that all projects receive QA/QC reviews at key milestone points along project development. The following summarizes her key activities:

Design Elements

- Bridge rehabilitations and replacements.
- Roadway geometrics.
- Full depth pavement reclamation.
- Roadway rehabilitation and reconstruction.
- Bicycle/pedestrian accommodations - ADA compliance.
- Trails, sidewalks and streetscapes.

Environmental Process

- NEPA/SEQRA processing.
- ROW acquisition and procedures.
- Farmland impacts.
- Section 7 ESA processing.
- Section 106 processing.
- Public participation and outreach.

Project Management

- Oversees the effective use of personnel.
- Establishes all critical design elements.
- Coordinates closely with client and subconsultants to ensure seamless project delivery.
- Construction support.

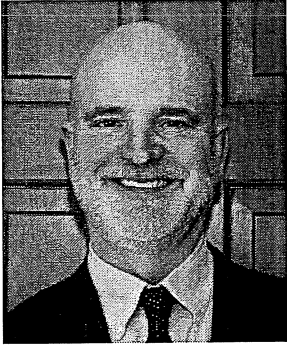
Relevant Project Experience

Having served as Principal-in-Charge, Project Manager, and Senior Structural Engineer on numerous multi-disciplined culvert replacement projects that have involved highway and traffic components as well as extensive environmental and agency coordination, Emily is well-suited to provide oversight and guidance for all phases of your project. Relevant experience includes:

- Oneida County Culvert Replacements, Oneida County, NY
- Stony Point Culverts over Black Creek Tributary and Little Black Creek, Monroe County DOT, NY
- CR 34 over Elk Creek Bridge Replacement, Otsego County, NY
- Morgan Road Culverts over Mill Creek and Black Creek Tributary, Monroe County, NY
- Massey Street, Coffeen Street Reconstruction and Court Street Bridge Rehabilitation Project, City of Watertown, NY
- Evans Street over Onondaga Creek, City of Syracuse, NY

Allen Cowen, P.E.

Senior Transportation Manager / Project Manager



P: (585) 334-1310 x504
M: (315) 790-2512
E: acowen@fisherassoc.com

Years of Experience:

36

Education:

BS in Civil & Environmental Engineering, Clarkson University 1985
AS in Engineering Science, Mohawk Valley Community College 1983
AAS in Surveying, Paul Smith's College 1979

Professional Registration:

Professional Engineer: NY
#067050

Affiliations:

- New York State Association of Transportation Engineers (NYSATE)
- New York State County Highway Superintendents Association, Inc. (NYSCHSA)
- American Council of Engineering Companies of New York (ACEC)

Certifications Include:

- FHWA-NHI Intersection Safety Workshop, July 2014
- OSHA 10-hour Construction Safety Training Program, February 2013, and February 2002
- Bridge Construction Quality Assurance, October 2006
- Subsurface Investigation & Geotechnical Evaluation, November 2004
- Geosynthetic Applications for Subgrade Improvement & Base Reinforcement, August 2004

Allen Cowen has served as a Project Manager and Project Engineer on many diverse transportation projects. His expertise includes preliminary and final highway design and construction management of highway, bridge, canal, and civil related projects. Al has served in key roles on numerous New York State DOT and locally administered federal aid projects throughout the state. He has served as the Project Manager on over 125 construction projects with a total construction value of over \$150M. His responsibilities have included coordinating design and construction inspection projects with clients and subconsultants, developing project scopes, negotiating contract hours, preparing agreements, and scheduling project personnel. He has been the primary author of several design approval documents and is well versed in the preparation of final contract documents and construction management plans.

Project Experience

Oneida County Culvert Replacements, Oneida County, NY: Al was the Construction Inspection Project Manager for the roadside slope stabilization project located along Blossvale Road in Taberg. He was responsible for overseeing the construction of this county declared emergency project. A 200-foot soil nail wall was constructed along the southerly side of Blossvale Road to stabilize the road. Approximately 250 feet of Blossvale Road was reconstructed, drainage improvements were made, and guide railing was reinstalled.

Marcy SUNYPoly Parkway Reconstruction, \$4.7M, Oneida County, NY: Al is the Construction Inspection Project Manager for this project that includes maintenance and protection of traffic, full depth asphalt pavement reconstruction, storm sewer installation, large diameter culvert pipe placement, 8" and 24" water main placement, and the construction of two GRES walls that are thirty feet high.

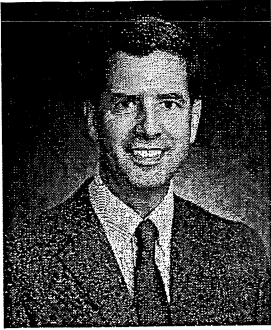
Middle Settlement Road Reconstruction, Phase II; Town of New Hartford, Oneida County, NY: In previous employment, Al was the Project Manager for reconstruction of 0.65 miles of Middle Settlement Road from NYS Route 5 to Clinton Street. Project included an in-depth pavement evaluation which showed pavement reconstruction as the preferred option. Preliminary design included traffic analyses and environmental studies. Project required right-of-way acquisition. The project will provide curb, sidewalk, and closed drainage along Middle Settlement Road. Responsible for oversight of alternative development, design report preparation, and final design.

Houck Road Bridge over Sconondoa Creek Bridge Replacement, Oneida County, NY: In previous employment, Al was the Project Manager for the construction inspection phase for this \$0.5M bridge replacement. Responsibilities included recruiting inspection staff, coordinating the project progression with the Chief Inspector, Contractor, County, and design consultant. Houck Road was closed during construction and an offsite detour was utilized to allow the contractor to complete this project in one season. Appia software was utilized for all inspector daily reports, quantity usage, photographs, change orders, and payment applications and records were provided to the County at project completion.

2010 Construction Inspection Services for Oneida County; Oneida County, NY: In previous employment, Al was the Project Manager for term agreement to provide inspection services for bridge and culvert replacement projects throughout the County. Assignments included the rehabilitation of Mapledale Road Bridge over Tiondara Creek, the replacement of Butternut Road Bridge over Six Mile Creek and the slip lining of Walker Road Culvert C3-92.

Joseph S. Logan Jr., P.E.

Sr. Structural Engineer



P: (585) 334-1310 x251
M: (585) 329-4789
E: jlogan@fisherassoc.com

Education

- M.E., Structural Engineering
Cornell University
- B.S., Mechanical Engineering
Cornell University

Years of Experience

42

Registration

Professional Engineer:

- New York
- Massachusetts
(structural)

Affiliations

- American Society of Civil Engineers
- Association for Bridge Construction & Design
- American Concrete Institution
- American Society for Non-destructive Testing
- International Concrete Repair Institute

Areas of Specialization

- Bridge replacement, rehabilitation, and inspection
- Retaining walls & noise walls
- Cofferdams
- Slope stabilization
- Temporary supports and shoring
- Concrete structures - non-destructive testing evaluation & design

Joseph Logan, P.E. has 42 years of professional experience in structural engineering. He is a specialist in concrete evaluation and rehabilitation and has designed or managed over 130 bridge projects and a wide variety of civil engineering projects, including parking structures, tunnels, and walls. Joe has managed multiple NYSDOT and NYSTA biennial bridge, culvert, and underwater inspection contracts including Biennial Bridge Inspections for bridges in Regions 2, 3, & 7, and 6, and Culvert inspections for Regions 3, 4, 5, & 6.

Project Experience

Oneida County Culvert Replacements, Oneida County, NY: Joe is Senior Structural Engineer for the locally funded, \$3.1M replacement of four culverts, one bridge, and a roadside slope stabilization project. While each has its unique site-specific challenges and solution, the goal is the same; a 75-year design life that will resolve hydraulic and highway geometric deficiencies. The design approach on these culverts consisted of utilizing a pre-cast concrete box or three-sided culvert design on all sites to establish an economy of scale.

Ashe Road CR 246 over Crum Creek Bridge Replacement, Town of Manheim, Herkimer County, NY: Joe is Sr. Structural Engineer for our design of the replacement structure to a 1910 concrete jack arch bridge with concrete abutments and parapets spanning a length of approximately 45 feet over Crum Creek. Historically, the bridge has been inundated by storm events due to poor hydraulic performance causing overtopping and road closures. Design features of the \$1.1M project include use of adjacent prestressed concrete voided slabs, topped with a waterproof membrane and an asphalt wearing surface, to present a smooth surface below that will not catch debris and provide the shallowest superstructure to help improve freeboard while minimizing the need to raise the road profile. The deck will have open drainage, as the road profile is nearly flat, and jointless details will provide a low-maintenance superstructure.

Marshey Road over West Branch Oswegatchie River Bridge Replacement, Town of Diana, Lewis County, NY: Joe is Sr. Structural Engineer on this \$2.5M project centered on a single span, steel pony truss superstructure with deficiencies that include heavy section loss to the steel stringers and steel floor beams, impact damage to truss members, and paint loss with surface corrosion and rust at steel members and bearing surfaces. This project will provide a new superstructure built to meet structural standards with an increased service life and minimized maintenance costs. The roadway will be widened to allow for two lanes of traffic. Approach work is also included for a seamless transition to the roadway.

Long Hill Road (CR 43) over Owasco Inlet Bridge Replacement, Cayuga County, NY: Joe was Sr. Structural Engineer for the \$1.414M replacement of the 104' span Long Hill Road Bridge constructed in 1962, which was a steel multi-stringer composite structure on integral abutments carrying two travel lanes with shoulders with 24.1 ft. curb-to-curb and set on a 955-ft. radius. The new structure provides two 12-foot lanes and 5-foot shoulders for shared-use of pedestrians and bicyclists. To facilitate future maintenance, the new section utilized five steel girders to allow for staging traffic on the structure. Joe was the Senior Structural Engineer, performed the initial condition inspection, and provided preliminary structural design oversight and quality control.

Replacement of the South Genesee Road Bridge over Catharine Creek, Schuyler County, NY: Joe was the Project Manager for the replacement of a 52 ft. span steel multi-stringer bridge on concrete abutments. This project is adjacent to the Catharine Valley Trailhead and parking area and within an old canal alignment. Abutments were visually enhanced with stone texturing to reflect the canal history. Pedestrian safety was improved in an area where fishing on both sides of the creek is popular. The overhead transmission lines required close coordination with utilities (NYSEG). Joe conducted public information meeting, coordinated with community groups, and oversaw preliminary and final design and construction assistance.



EMRICH Land Surveying

P.O. Box 27; 26 Pine Street, Ilion, NY 13357

315.866.6069 & 315.868.4535

emrichsurveying@gmail.com

MICHAEL J. EMRICH, P.L.S.

POSITION IN FIRM: President/Chief Surveyor (owner)

YEARS WITH FIRM: 6 years

TOTAL YEARS OF EXPERIENCE: 31 years (formerly D.L. Mowers Land Surveyors and Assoc., MWH Global a.k.a. Harza Engineering Company)

KEY QUALIFICATIONS:

As Owner and Chief Project Surveyor, Mr. Emrich oversees all survey projects. He is responsible for field and office procedures, planning, scheduling, and staffing of personnel for the Surveying Department. His expertise includes such surveys as land surveying, hydrographic, topographic, planimetric, property, aerial photogrammetry, global positioning systems (GPS) and construction layout. His office experience includes the processing and preparation of final CADD drawings using Microstation and AutoCAD. Presently Mr. Emrich is the owner and manager of Emrich Land Surveying. Duties include client relations, preparation of survey project cost estimates, directing survey crews, survey map production, deed description writing and plotting, public and private records research, project accounting and billing.

EDUCATION:

Associate in Applied Science, Forest Surveying, Paul Smiths College, 1990

Certification: OSHA 40-hour Health and Safety Training, recertified August 21, 2021; OSHA 8-hour Confined Space Training, May 1997; State of New York Department of Labor – Division of Safety and health, Asbestos Handling Certificate – Inspector, February 1998

Professional Registrations: New York State Licensed Land Surveyor, No. 050963, Licensed 05/27/2015

Professional Affiliations: Regular Member, New York State Association of Professional Land Surveyors

EXPERIENCE RECORD:

Whitestown Landfill

Client: O'Brien and Gere, Engineers

Performed topographic survey to monitor landfill depression on a capped hazardous waste site also dealt with landfill remediation.

Oneida County Sewer Force Main

Client: Oneida County Sewer District and O'Brien and Gere, Engineers

Performed aerial control and topographic surveying for a five mile corridor to prepare base mapping for the installation of a 48" sewer force main. Including the preparation of over twenty permanent easement maps for installation of the new line. (2013-present)

Town of German Flatts – FEMA Buyout Property Surveys

Client: Town of German Flatts

Performed Property Surveys in accordance with the FEMA standards to show properties adjacent to Fulmer Creek and the conditions of certain areas that have been compromised by flooding conditions. Conducted Deed research and prepared Property maps for the use of the buyout. (2016)

Village of Mohawk, New York

Client: Village of Mohawk

Surveyed and determined the location of the corporate boundary of the Village of Mohawk. Monumented the boundary and also performed Mapping services to show all annexed portions of the corporate boundary line. (2014)

Village of Mohawk – Municipal Sites within the Village

Client: Village of Mohawk

Surveyed and Mapped which included both topographic and property work of the Municipal Garage and the Electric Plant within the Village of Mohawk.



EMRICH Land Surveying

P.O. Box 27; 26 Pine Street, Ilion, NY 13357

315.866.6069 & 315.868.4535

emrichsurveying@gmail.com

STEVEN A. ROSEEN, P.L.S.

POSITION IN FIRM: Senior Project Surveyor / Land Surveyor

YEARS WITH FIRM: 6 years

TOTAL YEARS OF EXPERIENCE: 36 (formerly: Cornerstone Land Surveying, Manley Land Surveying, Snyder Engineering and Land Surveying, MWH Global a.k.a. Harza Engineering Co.)

KEY QUALIFICATIONS:

Mr. Roseen is a Licensed Land Surveyor and is fully qualified to practice in the State Of New York. Mr. Roseen has over 36 years of surveying experience, with much of his surveying experience obtained while working for the firm of Harza Engineering (formerly Stetson – Harza) in Utica, NY. While employed there, he worked on surveying and engineering projects ranging in scope from small mortgage surveys to very large photogrammetric and topographical surveys. Mr. Roseen's responsibilities there included preparing final survey mapping on topographic, boundary and Right of Way projects, creation and manipulation of project digital terrain models (DTMs) to produce contours, cross-sections and volume quantities.

EDUCATION:

Surveying Technology, A.A.S, May 1992, Mohawk Valley Community College
Drafting Technology, A.A.S, May 1985, Mohawk Valley Community College

Certification: Hazardous Waste Training (HAZWOPER) 40-hour – (refresher course August 21, 2021)
OSHA 10 hour Construction Class

Professional Registrations: New York State Licensed Land Surveyor, No. 050522, Licensed 05/2003

Professional Affiliations: Regular Member, New York State Association of Professional Land Surveyors,
Mohawk Valley Society of Professional Land Surveyors

EXPERIENCE RECORD:

Various Engineering Survey Projects

Client: Towns of Whitestown and Marcy, NY

Party Chief on property, photo control and topographic surveys. Projects ranged in size from small topo surveys and road section surveys to large-scale photo control surveys. Some of the projects were for water main or sanitary sewer extensions. Office duties include reduction of field notes, baseline closures, download and processing of electronic data files, final topographic map production, DTM creation, extraction of cross

section and profile information from project DTM. Assisted the project engineer with mapping different sewer and water districts. Additionally, some of the projects required deed research, easement map production and description writing.

Town of German Flatts – FEMA Buyout Property Surveys

Client: Town of German Flatts

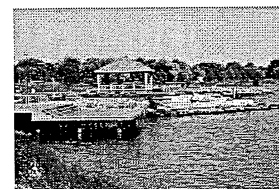
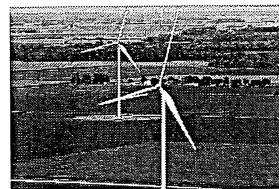
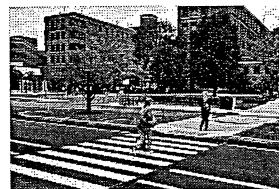
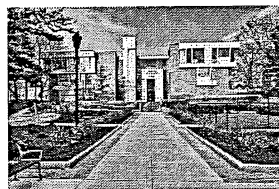
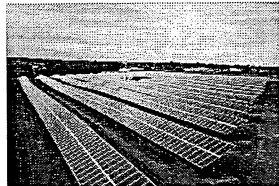
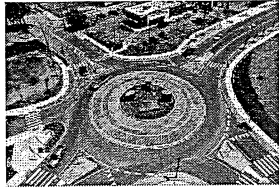
Performed Property Surveys in accordance with the FEMA standards to show properties adjacent to Fulmer Creek and the conditions of certain areas that have been compromised by flooding conditions. Conducted Deed research and prepared Property maps for the use of the buyout. (2016)

National Grid (Contract Employer)

Client: National Grid

Surveyed and Mapped which included both topographic and property work for Utility Sites as specified by the client; prepared easements for the installation and improvements of utility lines; fieldwork of newly developed or redesign areas specific to the client's needs; CADD drawing provided for development and improvements.

Consultant Qualifications



Fisher Associates, P.E., L.S., L.A., D.P.C.

Providing comprehensive, professional solutions since 1984, Fisher Associates, P.E., L.S., L.A., D.P.C. delivers services in three primary market sectors including Transportation, Energy, and Land Development. These services are complemented by the expertise we provide in our Geomatics, Planning, Environmental, and Landscape Architecture service lines.

In August 2021, Trowbridge Wolf Michaels Landscape Architects, LLP joined Fisher Associates and is now known as TWM, a Fisher Associates Landscape Architecture Studio. TWM and Fisher Associates have worked collaboratively for the past two decades on award-winning projects. Together, Fisher Associates is 165-person strong firm offering engineering, landscape architecture, planning, environmental and surveying services to clients in the Transportation, Energy, and Land Development market sectors, including both public and private higher education clients.

“By living our clientship principles and core values, we create powerful client experiences.” This is our company mission and it serves as the foundation of our approach to every project we undertake. Our staff is passionate about assisting our clients through a personal and collaborative experience that focuses on you and your needs resulting in innovative solutions and superior client service. We are accessible, attentive, responsive and committed.

Federal ID#: 16-1373998

Year Founded: 1984

Ownership: 100% Employee Owned

Office Locations:

Rochester, NY
(Headquarters)
180 Charlotte Street
Rochester, NY 14607
Ph: 585.334.1310
Fax: 585.334.1361

Buffalo, NY
55 Chicago Street
Suite 200
Buffalo, NY 14204
Ph: 716.858.1234
Fax: 716.858.1231

Syracuse, NY
120 East Washington Street
Suite 200
Syracuse, NY 13202
Ph: 315.422.4822
Fax: 315.422.4844

Ithaca, NY
1001 West Seneca Street
Suite 201
Ithaca, NY 14850
Ph: 607.227.1400

Binghamton, NY
2-8 Hawley Street
Galleria Lower Level
Binghamton, NY 13901
Ph: 607.232.5027
Fax: 585.334.1361

Erie, PA
1001 State Street
Suite 516
Erie, PA 16501
Ph: 814.397.3599

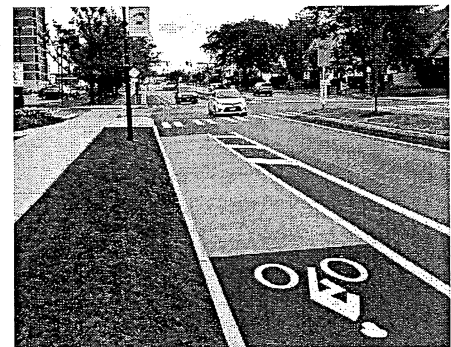
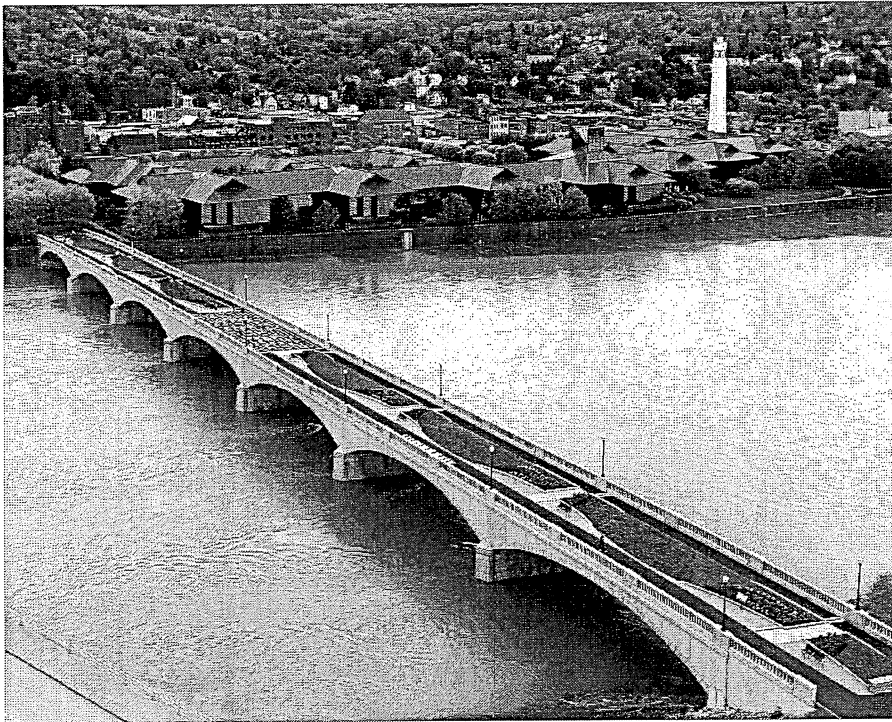
Canonsburg, PA
121 Hillpointe Drive
Suite 100
Canonsburg, PA 15317
Ph: 724.916.4250
Fax: 724.745.5170

Sugar Land, TX
14090 Southwest Freeway
Suite 103
Sugar Land, TX 77478
Ph: 218.201.6421

Principals: Frank Armento, AICP
J. Steve Boddecker, L.S.
Lodovico Innocenti, P.E.
Edward Kostowniak, P.E.
Joseph S. Logan, Jr., P.E.
Brent Long

Sean Milne
Lisa Oliver, P.E.
Roseann B. Schmid, P.E.
Christopher R. Smith, P.E.
Emily Smith, P.E.

Transportation



Transportation is the movement of people or things from one location to another. It's the backbone of our society... going to work, to school, to visit family and friends, attending school functions, to an entertainment or sporting event or even simply walking on a trail. Transportation gets us where we need to be.

In the 21st century, transportation has been faced with numerous challenges from growing communities to the deteriorating conditions of our existing transportation systems. Fisher Associates helps communities overcome these challenges by providing innovative solutions that help restore and expand their transportation networks of roads, highways, bridges, trails and pedestrian facilities.

Services

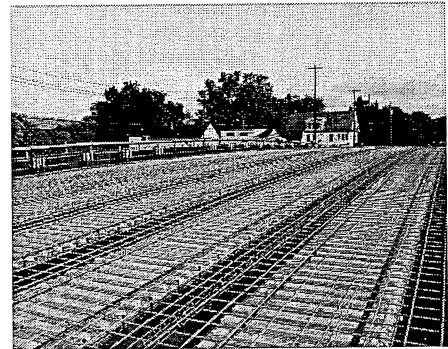
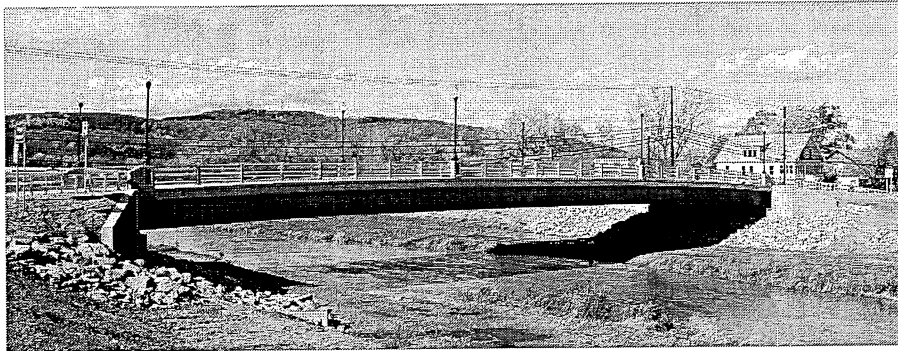
- Highway Design
- Bridge Design
- Traffic Engineering
- Trail & Pedestrian Facilities
- Structural Analysis & Inspection
- Construction Inspection
- Construction Engineering
- Design Build

Contact

Emily Smith, P.E.
Director of Transportation
315.422.4822
esmith@fisherassoc.com
fisherassoc.com

Providing comprehensive, professional solutions since 1984, Fisher Associates, P.E., L.S., L.A., D.P.C. delivers services in the Transportation, Energy, and Land Development market sectors. These services are complemented by the expertise we provide in our Geomatics and Environmental services lines. **"By living our clientship principles and core values, we create powerful client experiences."** This is our mission and it serves as the foundation of our approach to every project we undertake. We achieve this by ensuring we thoroughly understand your goals and that our team is accessible, responsive, follows through, and keeps you informed throughout the project duration. As your advocate, we work collaboratively with you, listening to your needs and concerns and putting our expertise to work for you. We own the experience our clients have with us and we are committed to ensuring that your experience exceeds your expectations.

Bridge Design



Bridge Inspection and Load Ratings

Fisher Associates staff members have conducted over 3,000 bridge inspections. They are experienced and trained in the most up-to-date biennial bridge inspection procedures and software. In addition, we have performed over 1000 Level II and Level I load ratings and are thoroughly familiar with VIRTIS load rating software having efficiently used it to perform all our Load Ratings.

With Fisher Associates, you'll also have the advantage of our structural investigation capabilities. We perform concrete investigation and testing on concrete arches, abutments, and other structures such as parking garages. We've also performed capacity analyses on timber piles as well as conducted evaluations for steel superstructures.

Bridge Maintenance

Key skills needed to successfully update your capital improvement plan are: extensive background in performing structural inspections, experience in designing bridge rehabilitations and replacements, and the ability to conduct systematic evaluations to identified repairs. Fisher Associates has extensive experience in each of these areas and is prepared to put our experience to work for you in updating your annual capital improvement plan.

Bridge & Structure Repairs/Replacements

You'll have the benefit of our staff experience designing over 250 bridges, ranging from short span replacements to long span rehabilitations over waterways, railroads, and grade separations. Whether you need to address a serious or routine condition that requires repair, we use the inspection and test data we collect to evaluate cost-effective and practical repair solutions for your project.

Design/Consultation Component

Our proposed staff have successfully completed numerous unique projects throughout their careers making them perfectly suited to provide consulting services on any project. Along with the bridge experience, they have experience evaluating and designing retaining walls, salt storage barns, parking garages, snow chutes, water towers and fountains, sand storage buildings, tunnels and 911 bunkers.

Services

- Bridge inspection/load ratings
- Bridge replacements and rehabilitations
- Bridge maintenance
- Short-span prefabricated structures
- Long-span and multi-span bridges
- Curved steel multi-girder bridges
- Trusses – both new and rehabilitation
- Prestressed or post-tensioned concrete structures
- Structure inspections and evaluations
- Non-destructive concrete testing
- Culvert structures – masonry and reinforced concrete
- Retaining walls
- Pedestrian bridges
- Slope failure remediation

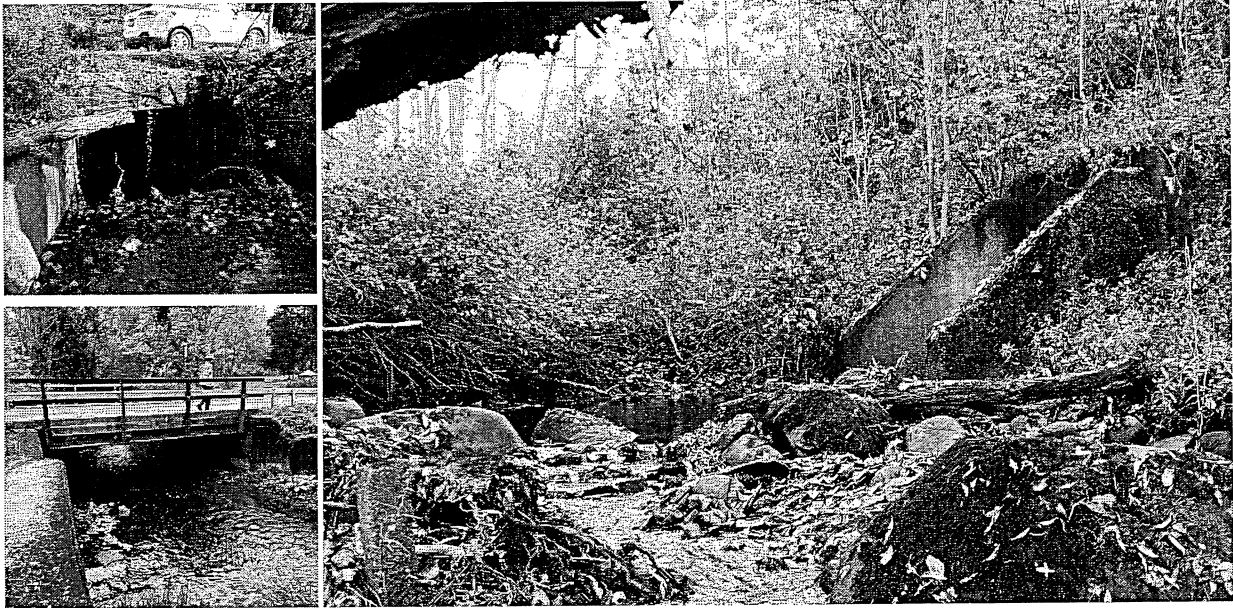
Contact

Emily Smith
Director of Transportation
315.422.4822
esmith@fisherassoc.com
fisherassoc.com

Providing comprehensive, professional solutions since 1984, Fisher Associates, P.E., L.S., L.A., D.P.C. delivers services in three primary market sectors including Transportation, Energy, and Land Development. Our market sectors are complemented by the additional support services we provide in survey, regulatory compliance, environmental, and GIS. Fisher's company mission statement serves as the foundation of our approach to every project we undertake – **"By living our clientship principles and core values, we create powerful client experiences."** While this is our mission, it is how we achieve this that sets us apart and results in a unique experience for our clients.

Oneida County Culvert Replacements and Blossvale Road Slope Stabilization

Oneida County, New York



Owner:

Oneida County
Department of Public
Works

Contact:

Timothy Decker
Project Engineer, Oneida
County Department of
Public Works
5999 Judd Road
Oriskany, NY 13424
(315) 793-6213
tdecker@ocgov.net

Oneida County identified five structures that were in need of replacement and slope stabilization to a section of roadside slope that was showing signs of sloughing up to the shoulder of the roadway.

C2-58 Floyd Camroden Rd over Hurlbut Glen Brook: The existing culvert is a 7 ft. diameter reinforced concrete pipe culvert with approximately 15-ft. of cover. The proposed culvert is a 7 ft. x 7ft. precast concrete box culvert with 2 ft. embedment.

C1A-58 Floyd Camroden Rd over Slate Creek: The existing culvert is a 4 ft. x 5 ft. 3-sided box culvert with stone walls and a concrete roof founded on the rock stream bed with cast-in-place reinforced concrete rigid frame extensions and concrete wingwalls. Our proposed structure will be a 5 ft x 5ft 3-sided precast concrete rigid frame on cast-in-place concrete footings constructed adjacent to the existing alignment to improve the channel alignment.

C6A-32 Valley Rd over Niemier Brook: The existing structure is a 6 ft. x 4 ft. concrete frame on rock with minimal cover. Our solution is a new 4 ft. rise x 6 ft. span supported on concrete strip footings founded on the rock stream bed.

C6A-53 Stokes Westernville Rd over Branch of Mohawk River: The existing culvert consists of twin 4 ft. diameter concrete pipes with minimal cover, both partially filled with gravel. We have designed a replacement 6 ft. x 6 ft. precast concrete box culvert with 2 ft. embedment on the existing culvert alignment to improve the capacity and hydraulics of the crossing.

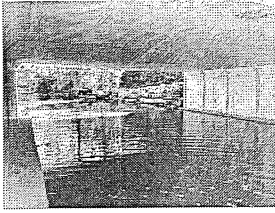
C2-7 Summit Rd over Sauquoit Creek: This culvert is a 19' 6" clear opening multi-stringer steel bridge on gravity abutments, formerly listed as BIN 3310880 but delisted from the bridge inventory prior to 2014. Our approach will be to replace the structure with a precast concrete 3-sided rigid frame founded on cast-in-place strip footings on piles; two soil borings are included in our investigation to 50 ft.

Blossvale Road Slope Stabilization: The failing roadway embankment will be stabilized. Rehabilitation elements included:

- Interception and relief of embankment groundwater and surface runoff.
- Construction of a soil-nail reinforcing wall outside of the guide rail.
- Reconstruction of the road embankment, repair highway pavement section and reset BBGR.

Dean's Highway Over Dean's Creek Culvert Replacement

Town of Westmoreland, New York



Owner:
Oneida County, NY

Contact:
Dennis Davis (ret.) and
Mark Laramie, P.E.
Commissioner
Oneida County DPW
315-793-6213
mlaramie@ocgov.net

Fisher Associates was the prime consultant on the locally funded Dean's Highway over Dean's Creek Culvert Replacement in the Town of Westmoreland, NY.

The existing Dean's Highway structure had experienced scour and backwater flooding from high creek velocities and a narrowing of the channel at the culvert. To slow the progression of erosion and improve channel alignment, the upstream and downstream channel banks had been armored, and the wingwalls filled with heavy stone.

The replacement of the culvert with a larger culvert and more efficient structure increased hydraulic capacity and provided a wider road section to match the current pavement width and provide room for shoulders.

Stony Point Culverts over Black Creek Tributary and Little Black Creek

Monroe County, New York



Owner:

Monroe County
Department of
Transportation

Contact:

Karen Cox, P.E.
50 West Main Street
Rochester, NY 14614
585.753.7742

This project included culvert work at two locations: Stony Point Road over the Black Creek Tributary and Stony Point Road over Little Black Creek in the Town of Ogden, NY.

Black Creek Tributary: For this project, we rehabilitated the existing 5'-6" x 7'-0" corrugated metal pipe arch culvert as the preferred alternative. The cost of rehabilitating the existing culvert was less than the cost of a new structure when comparing only the structure-related costs. Additionally, when adding in the necessary highway approach work, the replacement alternative was much more costly since there is no highway approach work involved with the rehabilitation alternative.

The Black Creek Tributary Rehabilitation consisted of the following work items:

- Maintain vehicular traffic onsite during construction utilizing flagging operations as necessary.
- Re-line the existing metal arch culvert.
- Extend the existing metal arch culvert on both ends to eliminate the existing guide rail.
- Restore any Contractor-disturbed areas to their previous condition.

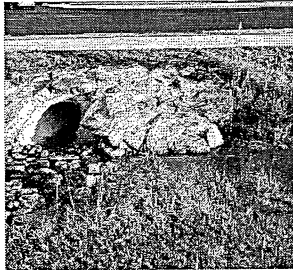
Little Black Creek: For this project, we replaced the existing twin 4'-diameter corrugated metal pipe culvert with an 8'x6' box culvert as the preferred alternative. The existing structure did not have the required hydraulic capacity thereby eliminating the option to further reduce its capacity.

The Little Black Creek Replacement consisted of the following work items:

- Maintain vehicular traffic during construction via an offsite detour.
- Remove the existing culvert.
- Install new box culvert.
- Reconstruct the highway in the culvert construction area. Mill and resurface the roadway approaches in the transition area from the existing pavement to the new construction.
- Restore any Contractor-disturbed areas to their previous condition.

Calkins Road over Red Creek Tributary

Monroe County, New York



Owner:

Monroe County
Department of
Transportation

Contact:

Henry Herdzik
Monroe County DOT
City Place, Suite 6100
50 West Main Street
Rochester, NY 14614
585.753.7729
hherdzik@
monroecounty.gov

The existing twin pipe culverts are corrugated steel pipe arches that are 75 feet long and were constructed in 1979. The roof in both pipes has two depressions directly below the eastbound travel land. During the field inspection, multiple joints in both pipes were noted as corroded, leaking and prying open. Loss of galvanization and corrosion of various degrees were noted in both culverts along with rust-throughs below the spring line. Because of the deformations and corrosion, the twin pipe culverts were replaced with new concrete elliptical pipes in the same location. The project involved extensive work zone traffic control coordination to construct the project using staged construction as the project location near a busy intersection does not lend itself to closing the road.



SURVEY & MAPPING

Emrich Land Surveying, PLLC has fully equipped survey crews available to provide a variety of services in Residential, Commercial and Engineering Surveys. We have three New York State Licensed Surveyors on staff. Clients are accommodated on short notice for the timely completion of survey and mapping assignments. Fully insured PLLC.

SERVICES

- ALTA Surveys
- Abstract Request Mapping
- Aerial Ground Control
- Bathymetric Mapping
- CADD Mapping (Microstation & AutoCAD)
- Construction Surveys & Layout
- Control for GIS Mapping Systems
- Cross-Sections/Digital Terrain Models
- Deed Plots
- Engineering Surveys
- Global Positioning System Service (GPS)
- FEMA Elevation Certificates
- Hazardous Waste Surveys
- Highway Alignments, Profiles
- Hydrographic Surveys and Mapping
- Landfill Surveys
- Municipal and State Boundary Locations
- OSHA 40 hour Certified
- Photogrammetry Control
- Planimetric Survey and Mapping
- Property Surveys and Mapping
- Property Acquisition Mapping
- Right-of-Way Plans
- River Bottom Profiles (Transects)
- Tax Map Research
- Test Well Locations
- Topographic Surveys and Mapping
- Tunnel Surveys
- Utility Surveys
- Volumetric Calculations
- Wetland Location Mapping

Tel/Fax: 315-866-6069

E-mail:

emrichsurveying@gmail.com

Website:

www.emrichlandsurveying.com

P.O. Box 27

26 Pine Street

Ilion, New York 13407

Michael J. Emrich

Lic. No. 050963

Chief Surveyor



Experience of Survey and Mapping Services

Mohawk Valley Community College – Jorgenson Athletic and Events Center

Client: Mohawk Valley Community College

Performed Topographic Surveys in accordance with the survey standards for construction base mapping. Used campus Control for infrastructure information to tie in to new mapping. Performed Construction stakeout for new facility addition, with anchor bolt checks for steel. (D.L. Mowers Land Surveyors and Associates*) (2009)

Hamilton College – Health Center

Client: Hamilton College

Performed Topographic Survey to provide base mapping for Architects and Engineers to design a new Health and Wellness Center. It included the location of underground high voltage electrical lines that needed to be identified for the building footprint. Construction Layout of the new building's column lines for construction manager and checks on anchor bolt location for final steel measurements.

Whitestown Landfill

Client: O'Brien and Gere, Engineers

Performed topographic survey to monitor landfill depression on a capped hazardous waste site also dealt with landfill remediation.

Oneida County Sewer Force Main

Client: Oneida County Sewer District and O'Brien and Gere, Engineers

Performed aerial control and topographic surveying for a five-mile corridor to prepare base mapping for the installation of a 48" sewer force main. Including the preparation of over twenty permanent easement maps for installation of the new line. (2013-present)

Village of Mohawk, New York

Client: Village of Mohawk

Surveyed and determined the location of the corporate boundary of the Village of Mohawk. Monumented the boundary and also performed Mapping services to show all annexed portions of the corporate boundary line. (2014)

Schuyler Business Park, Schuyler, New York

Client: Herkimer County Industrial Development

Surveyed and determined the 280 +/- acre property survey with subdivision development of a business park, topographic elevations, any and all on site utilities, location of wetlands, (2019-2021)

*D.L. Mowers Land Surveyors and Associates Records have been purchased by Emrich Land Surveying. Michael J. Emrich, LS had previously worked for D.L. Mowers since it began its operation in June 2002 until December 31, 2015.

Fee Proposal

We submit the following fee proposal for Engineering Design Services for:

Please be sure to include \$10,000.00 Contingency fee for this project (as described in section 3:J:6:a) in Lump Sum Fee.


Replacement of five (5) structures along Holman City Road and one (1) structure on Church Road.

\$111,200.00
Total Price Written in Numbers

One hundred eleven thousand and two hundred dollars
Total Price Written in Words

Fisher Associates, P.E., L.S., L.A., D.P.C.
Legal Name of Persons, Firm, or Corporation

180 Charlotte Street, Rochester, NY 14607
Address


Signature

Vice President & Director of Transportation
Title

315.422.4822 x255
Telephone Number

September 29, 2022
Date

Itemized fees for each structure, including major tasks and subconsultant work, appear below.

Itemized Fees for Each Structure

Replacement of SIN 3-20 / Church Road, County Route 20
160 ft. south of intersection of Holman City Road / Church Road
Lat. 42.992120 Lon. -75.246215

\$18,800.00

Total Price Written in Numbers

Eighteen thousand and eight hundred dollars

Total Price Written in Words

Item IA, Task 1 - Design	\$ 14,265.32
Item II Direct Non-Salary Costs Includes Travel	\$ 218.75
Item III Concrete Testing - Not included	\$ -
Item IV Subconsultant Costs Survey - Emrich Land Surveying	\$ 2,600.00
Contingency Fund	\$ 1,666.67

TOTAL ESTIMATED COST \$ 18,750.74

MAX PAYABLE \$ 18,800.00

Replacement of Culvert 1-2 / Holman City Road, County Route 2
180 ft. east of Church Road / Holman City Road Intersection
Lat. 42.992110 Lon. -75.245689

\$20,300.00

Total Price Written in Numbers

Twenty thousand and three hundred dollars

Total Price Written in Words

Item IA, Task 1 - Design	\$ 16,077.24
Item II Direct Non-Salary Costs Includes Travel	\$ 318.75
Item III Concrete Testing - Not included	\$ -
Item IV Subconsultant Costs Survey - Emrich Land Surveying	\$ 2,200.00
Contingency Fund	\$ 1,666.67

TOTAL ESTIMATED COST \$ 20,262.66

MAX PAYABLE \$ 20,300.00

**Replacement of Culvert 1A-2 / Holman City Road, County Route 2
0.90 miles east of Church Road / Holman City Road Intersection
Lat. 42.981099 Lon. -75.238415**

<u>\$16,100.00</u>	<u>Sixteen thousand and one hundred dollars</u>
Total Price Written in Numbers	Total Price Written in Words
Item IA, Task 1 - Design	\$ 11,729.20
Item II Direct Non-Salary Costs Includes Travel	\$ 218.75
Item III Concrete Testing - Not included	\$ -
Item IV Subconsultant Costs Survey - Emrich Land Surveying	\$ 2,400.00
Contingency Fund	\$ 1,666.67
TOTAL ESTIMATED COST	\$ 16,014.62
	MAX PAYABLE <u>\$ 16,100.00</u>

**Replacement of Culvert 2-2 Holman City Road, County Route 2
1.25 miles east of Church Road / Holman City Road Intersection
Lat. 42.976835 Lon. -75.234495**

<u>\$18,800.00</u>	<u>Eighteen thousand and eight hundred dollars</u>
Total Price Written in Numbers	Total Price Written in Words
Item IA, Task 1 - Design	\$ 14,265.32
Item II Direct Non-Salary Costs Includes Travel	\$ 218.75
Item III Concrete Testing - Not included	\$ -
Item IV Subconsultant Costs Survey - Emrich Land Surveying	\$ 2,600.00
Contingency Fund	\$ 1,666.67
TOTAL ESTIMATED COST	\$ 18,750.74
	MAX PAYABLE <u>\$ 18,800.00</u>

**Replacement of SIN 3-2 Holman City Road, County Route 2
1.52 miles east of Church Road / Holman City Road Intersection
Lat. 42.973203 Lon. -75.232997**

\$18,600.00	Eighteen thousand and six hundred dollars
Total Price Written in Numbers	Total Price Written in Words
Item IA, Task 1 - Design	\$ 14,265.32
Item II Direct Non-Salary Costs Includes Travel	\$ 218.75
Item III Concrete Testing - Not included	\$ -
Item IV Subconsultant Costs Survey - Emrich Land Surveying	\$ 2,400.00
Contingency Fund	\$ 1,666.67
TOTAL ESTIMATED COST	\$ 18,550.74
MAX PAYABLE	\$ 18,600.00

**Replacement of SIN 4-2 Holman City Road, County Route 2
1.64 miles east of Church Road / Holman City Road Intersection
Lat. 42.971701 Lon. -75.231916**

\$18,600.00	Eighteen thousand and six hundred dollars
Total Price Written in Numbers	Total Price Written in Words
Item IA, Task 1 - Design	\$ 14,265.32
Item II Direct Non-Salary Costs Includes Travel	\$ 218.75
Item III Concrete Testing - Not included	\$ -
Item IV Subconsultant Costs Survey - Emrich Land Surveying	\$ 2,400.00
Contingency Fund	\$ 1,666.67
TOTAL ESTIMATED COST	\$ 18,550.74
MAX PAYABLE	\$ 18,600.00

EXHIBIT B
Non-Collusion Certification

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

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

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

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

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

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

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for restricting competition.

(b) A Bid shall not be considered for award, nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political

subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

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

Submitted By

Fisher Associates, P.E., L.S., L.A., D.P.C.

(Legal Name of Person, Firm or Corporation)

Name: Emily M. Smith, P.E.

Title: Vice President & Director of Transportation

Signature: *Emily M. Smith*

Date: September 29, 2022

(SIGN AND RETURN WITH PROPOSAL)

EXHIBIT C
Iran Divestment Act - Certification

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case-by-case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

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

The Certification is as follows:

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

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

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

Submitted By

Fisher Associates, P.E., L.S., L.A., D.P.C.
(Legal Name of Person, Firm or Corporation)

Name: Emily M. Smith, P.E.

Title: VP & Director of Transportation

Signature: 

Date: September 29, 2022

(SIGN AND RETURN WITH PROPOSAL)

EXHIBIT D

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

Fisher Associates, P.E., L.S., L.A., D.P.C.

(Legal Name of Person, Firm or Corporation)

Name: Emily M. Smith, P.E.

Title: VP & Director of Transportation

Signature: *Emily M. Smith*

Date: September 29, 2022

(SIGN AND RETURN WITH PROPOSAL)

EXHIBIT E
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

Fisher Associates, P.E., L.S., L.A., D.P.C.
(Legal Name of Person, Firm or Corporation)

Name: Emily M. Smith, P.E.

Title: VP & Director of Transportation

Signature: *Emily M. Smith*

Date: September 29, 2022

(SIGN AND RETURN WITH PROPOSAL)

Contract No. XXXXXXX

Change Order No. 1

Effective Date XXXXXXX

CHANGE ORDER

This Change Order modifies the Agreement entered into on the X day of XXXXXX, between Oneida County (“COUNTY”) and XXXXXXXXXXXX (“CONTRACTOR”), as follows:

1. **Change in Services:**

TBD

2. **Change in time of Performance** (attach schedule if appropriate):

TBD

3. **Change in CONTRACTOR’s Compensation:**

TBD

All other terms and conditions remain unchanged.

COUNTY

CONTRACTOR

Anthony J. Picente, Jr.
Oneida County Executive

Contractor’s Authorized Representative
Title

Date

Date

Approved

Kathleen A. Arcuri
Assistant County Attorney

MINUTES
ONEIDA COUNTY BOARD OF ACQUISITION AND CONTRACT

DATE: October 19, 2022; 11:00 a.m.

LOCATION: VIA-teleconference

Roll Call:

County Executive: Present

Chairman of the Board: Present

Commissioner of Public Works: Present

Report of Officials:

Motion to accept all items on the October 19, 2022, Board of Acquisition and Contract Agenda: Mark Laramie.

Second By: Gerald Fiorini

Ayes: 3

Nays: 0

1. Acceptance of a Proposal from Fischer Associates in the amount of \$111,200.00 to provide engineering design services for the State and Municipal Facilities Program. The scope of work will include the replacement of various structures in Oneida County including Holman City Road, County Route 2 and Church Road, and County Route 20 as part of the Highway Bridge Replace/Rehab Program. Oneida County solicited proposals from qualified contractors and an award to Fischer Associates is recommended. Upon recommendation of Nicholas DiGennaro, P.E., CFM and Al Barbato.
H-298
2. Approval of an Agreement between Oneida County and Richard Smith for consulting services. Services will include consulting, risk management, plan development, project management and other related services to various department programs. The cost of this agreement will not exceed \$50,000.00 with a rate of \$100.00 per hour. The term of this agreement will commence upon execution and will last for one year. Upon recommendation of Peter Rayhill and Al Barbato.
3. Acceptance of a proposal from MVCC for the provision of One Person Plowing Certification. This will include classroom, shop, dry runs and certification for participating towns that plow County Highways. The estimated cost of this agreement based on historical data is \$12, 875.00 with the actual cost to be based on services provided. Term of this agreement is from October 3, 2022, and will end on February 28, 2023. Upon the recommendation of Christopher Burtch and Al Barbato.
4. Approval of an Agreement between Oneida County and U.S. Care Systems, Inc. (Contract #163055) to provide nursing assessments for clients who are referred to Office of Aging. Services will include, but are not limited to, physician order, diagnosis, evaluation, and plan development between client and representative. The cost of this agreement shall not exceed \$20,000.00 with a rate of \$155.00 per

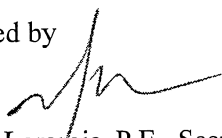
assessment. The term of this agreement begins on January 1, 2022, and ends on December 31, 2023. Upon recommendation of Michael Romano and Al Barbato.

5. Approval of an Amendment between Thomas Brady and Oneida County (Contract #1536208). Mr. Brady will act as an independent contractor for the purposes of providing traffic safety instruction for the "Alive at 25 Course." This amendment will compensate Mr. Brady at a rate of \$200.00 per class with total compensation not to exceed \$4,600.00. Funding for this contract is 100% supported by revenues from registration fees collected for the "Alive at 25 Course." The term of this agreement begins on January 1, 2022 and ends on December 31, 2022. All other terms on original agreement remain in effect. Upon recommendation of Edward Stevens and Al Barbato.
6. Award Bid Reference #2171 for MVCC Payne Hall (Contract #H2252501) and County Office Building Exterior Lighting Project (Contract#H2252502). On October 13, 2022, bids were opened for Bid Reference #2171. Oneida County received bids from multiple vendors. It is recommended that an award to the lowest bidder, Huen Electric, for a Gross Sum Bid amount of \$358,950.00 for Payne Hall be accepted. It is also recommended that an award to the lowest bidder, Oneida Electrical Contractors, Inc, for a Gross Sum Bid amount of \$104,378.00 for the County Office Building be accepted. Upon recommendation of Nicholas DiGennaro, P.E., CFM and Al Barbato.
H-613 – Payne Hall
H-609 – County Office Building
7. Approval of Change Order #4 to Carrier Corporation (Contract #84578) for HVAC/Chiller Equipment Maintenance at various County Owned buildings. This change order establishes an additional 3-year term and additional equipment at various locations. The total cost for this renewal term is \$359,829.59. Upon recommendation of Patrick Cassidy.
8. Approval of Change Order #2 to Contract #16008 (C.O. Falter Construction Corp. – General Construction) that will reallocate \$10,000.00 of a previously approved work change directive (WCD No. 67) back into the Contingency Allowance. These funds represent a credit equal to the cost of acquiring an appropriate lifting system required for County personnel to properly maintain the Sauquoit Creek Pumping Station. The lifting system is required due to non-conforming work performed by the Contractor and there will be no cost to the County. The existing contract amount is \$6,519,101.00 and will remain unchanged.
HG-525

Motion to Adjourn: Mark Laramie

Second By: Gerald Fiorini

Submitted by



Mark E. Laramie, P.E., Secretary
Board of Acquisition and Contract



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/17/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Fenner & Esler Agency, Inc 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	CONTACT NAME: Timothy Esler	FAX (A/C, No): (201)262-7810	
	PHONE (A/C, No, Ext): (201)262-1200	E-MAIL ADDRESS: certs@fenner-esler.com	
INSURED FISHER ASSOCIATES, P.E., L.S., L.A., D.P.C. 180 Charlotte St. Rochester NY 14607	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: RLI Insurance Company		13056
	INSURER B: Selective of South Carolina		19259
	INSURER C: Berkley Insurance Company		32603
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: Master 22-23

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	Y	PSB0004063 policy terms & conditions Includes work within 50' of RF	11/12/2022	11/12/2023	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Includes contractual						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> & XCU Coverage per						PERSONAL & ADV INJURY \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY	X	Y	S2391406	11/12/2022	11/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							PIP-Basic \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X	Y	PSE0003094	11/12/2022	11/12/2023	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	PSW0002273	11/12/2022	11/12/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL & POLLUTION LIABILITY			AEC-9061510-04 Retro Date: 01/01/1984	11/12/2022	11/12/2023	Per Claim Limit \$5,000,000
							Aggregate Limit \$6,000,000

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

FA Project No. - 220671; FA Project Name: Oneida County Culvert Replacements.
Additional Insured - County of Oneida as respects general, auto and excess liability where required by written contract. *Excess follows form subject to policy forms, conditions & Exclusions. General, auto and excess Liability Additional Insured is primary and non-contributory where required by written contract. Waiver of Subrogation applies as respects general, auto and excess liability and workers compensation where required by written contract. Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to

CERTIFICATE HOLDER**CANCELLATION**

County of Oneida 800 Park Avenue Utica, NY 13501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Timothy Esler/JEAN

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COMMENTS/REMARKS

the certificate holder named, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
 - a. In the performance of your ongoing operations;
 - b. In connection with premises owned by or rented to you; or
 - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
 - b. This insurance does not apply to the rendering of or failure to render any "professional services".
 - c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
 - b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR DESIGN PROFESSIONALS LIABILITY ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. First Aid And Good Samaritan Services**
- B. Supplementary Payments**
- C. Reasonable Force – Bodily Injury Or Property Damage**
- D. Non-Owned Watercraft**
- E. Canoes Or Rowboats**
- F. Damage To Premises Rented To You**
- G. Aircraft Chartered With Crew**
- H. Electronic Data Liability**
- I. Who Is An Insured – Newly Acquired Or Formed Organizations**
- J. Who Is An Insured – Unnamed Partnership Or Joint Venture**
- K. Additional Insured – Owner, Manager Or Lessor Of Premises Or Leased Equipment**
- L. Additional Insured – State Or Political Subdivisions – Permits Related To Premises Or Operations**
- M. General Aggregate Limit – Per Project Or Per Location**
- N. Knowledge And Notice Of Occurrence Or Offense**
- O. Amended Bodily Injury Definition**
- P. Amended Insured Contract Definition – Construction Or Demolition Operations Within 50' Of Railroad**
- Q. Amended Personal And Advertising Injury Definition – Electronic Material**
- R. Unintentional Omission**
- S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM – SECTION II – LIABILITY AND SECTION III AS IT PERTAINS TO LIABILITY ONLY

A. First Aid And Good Samaritan Services

1. The following is added to Section II A.1. Business Liability Coverages

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" arising out of either the rendering of or failure to render, "First Aid" or "Good Samaritan Services" to any person. For the purposes of this coverage grant, "First Aid" or "Good Samaritan Services" will be deemed to meet the definition of "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the rendering of "First Aid" or "Good Samaritan Services" to any one person will be deemed one "occurrence".

- a. "First Aid" means initial care for medical attention immediately following a "bodily injury".
- b. "Good Samaritan Services" means medical attention provided in an emergency and for which no remuneration is demanded or received.

2. The insurance provided by this provision shall be excess over any valid and collectible other insurance available to any insured whether primary, excess, contingent or any other basis, except for insurance purchased specifically by you to apply in excess of the limits of Insurance shown in the declarations for Business Liability.

B. Supplementary Payments

Section II A.1.f. Coverage Extension – Supplementary Payments Paragraphs 1.(b) and 1.(d) are deleted and replaced with the following:

- (b) Up to \$2,500 for the cost of bail bonds required because of accidents or traffic violations arising out of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
- (d) All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off work.

C. Reasonable Force – Bodily Injury Or Property Damage

Section II B.1.a. Exclusions, Expected Or Intended Injury, is deleted and replaced by the following:

a. Expected or Intended Injury

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

D. Non-Owned Watercraft

1. Section II B.1.g. Exclusions, Aircraft, Auto Or Watercraft Subparagraph (2) is deleted and replaced by the following:

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

- (a) Up to seventy-five (75) feet long; and
- (b) Not being used to carry persons or property for a charge;

2. Only as respects to the insurance provided by this provision **C. Who Is An Insured** is amended to include as an insured any person who, with your express consent uses the watercraft.

3. The insurance provided by this provision shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for the insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the declarations for this Coverage Part.

E. Canoes Or Rowboats

The following is added to the exceptions contained in **Section II B.1.g. Exclusions, Aircraft, Auto Or Watercraft**:

- (6) Any non-motorized canoe or rowboat owned by the insured. Only as respects to the insurance provided by this provision **C. Who Is An Insured** is amended to include as an insured any person who, with your express consent, uses any such canoe or rowboat.

F. Damage to Premises Rented to You

1. The last paragraph of **Section II B.1. Exclusions – Applicable To Business Liability Coverage** is deleted and replaced by the following:

Exclusions **c., d., e., f., g., h., i., k., l., m., n.** and **o.** in **SECTION II – LIABILITY** do not apply to damage by water, fire, explosion, lightning, or smoke resulting from fire to premises while

rented to you, or temporarily occupied by you with permission by the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in paragraph D. **Liability And Medical Expenses Limits of Insurance** in SECTION II – LIABILITY.

2. **Section II F.9.a. Liability And Medical Expenses Definitions**, is deleted and replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by water, fire, explosion, lightning, or smoke resulting from fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
3. This provision does not apply if coverage for Damage To Premises Rented To You is excluded by another endorsement to this policy.

G. **Aircraft Chartered With Crew**

1. The following is added to the exceptions contained in **Section II B.1.g. Exclusions, Aircraft, Auto or Watercraft**:

(6) Any non-owned aircraft chartered to you with a crew including a pilot.

2. The insurance provided by this provision shall be excess over any valid and collectible other insurance available to the insured whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in Declarations.

H. **Electronic Data Liability**

1. **Section II B.1.q. Exclusions** is deleted and replaced by the following:

q. **Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, disclosure of, display of, theft or misappropriation of or inability to manipulate "electronic data". However this exclusion does not apply to "Property Damage".

2. The following definition is added to **Section II F. Liability And Medical Expenses Definitions**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives,

cells, data processing devices or any other media which are used with electronically controlled equipment.

3. For the purposes of the coverage provided by this endorsement, **Section II F. Liability And Medical Expenses Definitions**, Paragraph 17. is deleted and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.
- d. Property damage does not mean disclosure of, display of, or theft or misappropriation of electronic data however caused.

For the purposes of this insurance, "electronic data" is not tangible property.

I. **Who Is An Insured – Newly Acquired Or Formed Organizations**

The following is added to **Section II C. Who Is An Insured**:

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the one hundred eightieth (180th) day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply for "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
3. Coverage does not apply for "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. This provision does not apply to any organization for which coverage is excluded by another endorsement to this policy.

J. Who Is An Insured – Unnamed Partnership Or Joint Venture

1. The last paragraph of **Section II C. Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. However this limitation does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

- a. That is not shown as a Named Insured in the Declarations; and
- b. In which you are a member or partner but only if:
 - (i) Each and every member or partner in that joint venture or partnership is not a construction contractor; and
 - (ii) The joint venture or partnership is not providing construction contracting services.
2. This provision does not apply to any person or organization for which coverage is excluded by another endorsement to this policy.
3. The insurance provided by this provision shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

K. Additional Insured – Owner, Manager Or Lessor Of Premises Or Leased Equipment

Section II C. Who Is An Insured is amended to include as an insured:

1. Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this policy, but:
 - a. Only with respect to liability for “bodily injury” or “property damage” that occurs, or “personal and advertising injury” caused by an offense committed, after you have entered into that contract or agreement; and

- (1) Only if the “bodily injury”, “property damage” or “personal and advertising injury” is caused, in whole or in part, by you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement; or

- (2) The “bodily injury”, “property damage” or “personal and advertising injury” is caused, in whole or in part, by you or any person or organization performing operations on your behalf, and arises out of the maintenance, operation or use of equipment leased to you by such additional insured.

2. The insurance provided to such additional insured under this provision is subject to the following:

- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations, whichever are less; and
- b. The insurance afforded to such additional insured does not apply:

- (1) To any “bodily injury” or “property damage” that occurs, or “personal and advertising injury” caused by an offense committed, after you cease to be a tenant in that premises;

- (2) To any structural alterations, construction or demolition operations performed by or on behalf of such additional insured;

- (3) To any premises for which coverage is excluded by another endorsement to this Coverage Part;

- (4) To any “bodily injury” or “property damage” that occurs, or “personal and advertising injury” caused by an offense committed, after the equipment lease expires; or

- (5) If the equipment is leased with an operator.

3. This provision does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.

L. Additional Insured – State Or Political Subdivisions – Permits Related To Premises Or Operations

Section II C. Who Is An Insured is amended to include as an insured:

1. Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, man-holes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.
2. Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal and advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:
 - a. "Bodily injury", "property damage", "personal and advertising injury" arising out of operations performed for that state or political subdivision; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

M. General Aggregate Limit – Per Project Or Per Location

Section II D. Liability And Medical Expenses Limits of Insurance, Paragraph 4. Aggregate Limits. is deleted and replaced by the following:

4. Aggregate Limits

The most we will pay for:

- a. All "bodily injury" and "property damage" that is included in the "products-completed operations hazard" is twice the Liability and Medical Expenses limit.
- b. All:
 - (1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Plus medical expenses;
 - (3) Plus all "personal and advertising injury" caused by offenses committed;

is twice the Liability and Medical Expenses limit.

The aggregate limit for all "bodily injury" and "property damage", medical expenses and "personal and advertising injury" other than "bodily injury" or "property damage" included in the "products-completed operations hazard" applies separately to each of your "projects" away from premises owned by or occupied by you or to each of your "locations" owned by or occupied by you.

"Projects" mean an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" at the same "location" shall be considered a single "project".

For the purposes of this provision, "location" means

1. Premises involving the same or connecting lots;
2. Premises where connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; or
3. Premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.

Subject to Paragraph a. or b. above, whichever applies, the Damage To Premises Rented To You Limit is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of fire; explosion; lightning; smoke resulting from such fire, explosion or lightning; or water while rented to you or temporarily occupied by you with permission of the owner.

The Limits of Insurance of **SECTION II – LIABILITY** apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

N. Knowledge And Notice Of Occurrence Or Offense

The following is added to **Section II E. 2. Liability and Medical Expenses General Conditions, Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

O. Amended Bodily Injury Definition

The definition of "bodily injury" in **Section II F.3. Liability And Medical Expenses Definitions** is deleted and replaced by the following:

"Bodily injury" means injury to the body, sickness, disease, or death. "Bodily injury" also means mental injury, mental anguish, emotional distress, pain and suffering, or shock resulting from injury to the body, sickness, disease or death of any person.

P. Amended Insured Contract Definition – Construction Or Demolition Operations Within 50' Of Railroad

1. The definition of "insured contract" in **Section II F.9.c. Liability And Medical Expenses Definitions** is deleted and replaced by the following:
 - c. Any easement or license agreement
2. The definition of "insured contract" in **Section II F.9.f.(1) Liability And Medical Expenses Definitions** is deleted.
3. The insurance provided by this provision shall be excess over any valid and collectible Railroad

Protective Liability insurance available to an insured, whether primary, excess, contingent or on any other basis, except for the insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the declarations for this Coverage Part.

Q. Amended Personal And Advertising Injury Definition – Electronic Material

1. The definition of "personal and advertising injury" in **Section II F.14.d. Liability And Medical Expenses Definitions** is deleted and replaced by the following:
 - d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
2. The definition of "personal and advertising injury" in **Section II F.14.e. Liability And Medical Expenses Definitions** is deleted and replaced by the following:
 - e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;
3. **Section II B.1.p.(2) Exclusions for Personal And Advertising Injury** is deleted and replaced by the following:
 - (2) Arising out of oral, written or electronic publication of material if done by or at the direction of the insured with knowledge of its falsity;
4. **Section II B.1.p.(2) Exclusions for Personal And Advertising Injury** is deleted and replaced by the following:
 - (3) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

R. Unintentional Omission

The following is added to **SECTION III – COMMON POLICY CONDITIONS** Paragraph C. **Concealment, Misrepresentation Or Fraud (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However as it pertains to Business Liability Coverage only, the unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance. This provision does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

SECTION III – COMMON POLICY CONDITIONS
Paragraph K.2. **Transfer of Rights of Recovery Against Others to Us (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)** is deleted and replaced by the following:

2. Applicable to Business Liability Coverage:

We waive any rights of recovery we may have against any person or organization because of payments we make for “bodily injury”, “property damage”, “personal injury and advertising injury” arising out of:

- a. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;

- b. Ongoing and completed operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
- c. Your “work”; or
- d. “Your products”.

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before the “bodily injury” or “property damage” occurs or the “personal and advertising injury” offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR DESIGN PROFESSIONALS EXCESS LIABILITY ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. General Aggregate Limit – Per Project Or Per Location
- B. Additional Insured – Primary/Non-contributory
- C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

A. General Aggregate Limit – Per Project Or Per Location

Paragraph 2.a. of C. Limits of Liability of SECTION I – INSURING AGREEMENT is deleted and replaced by the following:

- a. The limit of liability stated in the Declarations as general aggregate is the most we will pay during each policy period for all ultimate net loss, except ultimate net loss because of:
 - (1) injury and damage included in the products-completed operations hazard or;
 - (2) any coverage included in **underlying insurance** to which no underlying aggregate applies.

The general aggregate applies separately to each of your "projects" away from premises owned by or occupied by you or to each of your locations owned by or occupied by you.

"Projects" mean an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" at the same "location" shall be considered a single "project".

For the purposes of this provision, "location" means

- (1) premises involving the same or connecting lots;
- (2) premises where connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; or

- (3) premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.

B. Additional Insured – Primary/Non-contributory

Paragraph K. Other Insurance of SECTION IV – CONDITIONS is deleted and replaced by the following:

K. Other Insurance

If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance. However, if the **underlying insurance** provides coverage to an additional insured on a primary basis, or a primary and non-contributory basis, this insurance shall be available to such additional insured on an excess basis over the underlying insurance. We will not share with other insurance which covers such additional insured as a named insured.

C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Paragraph L. Subrogation of SECTION IV – CONDITIONS is deleted and replaced by the following:

L. Subrogation

In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights. However we waive any rights of recovery we may have against any person or organization if the **underlying insurance** also waives such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment of such recovery as herein provided.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

ElitePac® Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09NY 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5. -** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
 2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.
- B. If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for

"bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSURED

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES

SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in **1. or 2.** below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph **2.** of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities and Schools.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

HIRED AUTO LOSS OF USE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

The following is added to **SECTION III, A.4. - Coverage Extensions:**

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
 - c. Security deposits not refunded by the lessor or financial institution;
 - d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits audio, visual or data signals and accessories used with such equipment, provided such equipment is:
 - a. Permanently installed in or upon the covered "auto" at the time of the "loss";
 - b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
 - c. Designed to be solely operated by use of power from the "auto's" electrical system; or
 - d. Designed to be used solely in or upon the covered "auto".

A deductible of \$50 will apply to each covered "loss" of such equipment.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations higher than \$50 is hereby reduced to \$50 for "loss" caused by theft if the "auto" is equipped with an "auto" location tracking device and that device aided in the recovery of the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss**:

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions**:

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive, Collision, or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud**:

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

SECTION IV, B. 5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us**:

If a "loss" covered under this Coverage Part also involves a "loss" to other property resulting from the same occurrence of "loss" or damage that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

A minimum deductible of \$50 will apply to each covered "loss" unless it is a Collision "loss" for a "private passenger auto". For a "private passenger auto", a minimum deductible of \$100 for Collision will apply to each "loss".

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

EXTRA HEAVY TRUCK

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

HEAVY TRUCK

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

MEDIUM TRUCK

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

ElitePac® Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 16NY 11 17

SCHEDULE OF COVERAGE EXTENSIONS AND LIMITS OF INSURANCE

This ElitePac Schedule is a summary of additional coverages, coverage modifications and corresponding Limits of Insurance that supplements the Business Auto Coverage Form. No coverage is provided by this summary. Refer to the actual endorsement for changes affecting your insurance protection.

DESCRIPTION	
AMENDMENTS TO SECTION II - LIABILITY COVERAGE	
Newly Acquired Or Formed Organizations	Coverage Extension ⁽¹⁾
Limited Liability Companies	Coverage Extension ⁽¹⁾
Employees As Insureds	Coverage Extension ⁽¹⁾
Blanket Additional Insureds	Coverage Extension ⁽¹⁾
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	\$3,000 Per "Accident" ⁽¹⁾
Loss Of Earnings	\$1,000 Per Day ⁽¹⁾
Employee Indemnification and Employer's Liability Amendment	Coverage Extension ⁽¹⁾
Fellow Employee Coverage	Coverage Extension ⁽¹⁾
Care, Custody Or Control Amendment	\$1,000 per "Accident"; \$500 Deductible Per "Accident" ⁽¹⁾
AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE	
Towing And Labor	Coverage Extension ⁽¹⁾
Private Passenger Auto, Social Service Van or Bus, Light Truck Medium, Heavy and Extra Heavy Trucks	\$75 Per Tow \$150 Per Tow
Glass Breakage Deductible	Coverage Extension ⁽¹⁾
Additional Transportation Expenses	\$60 per day up to a maximum of \$1,800 ⁽¹⁾
Hired Auto Physical Damage Coverage	\$75,000 per "loss" ⁽¹⁾
Hired Auto Loss of Use Coverage	\$750 Per "Accident" ⁽¹⁾
Auto Loan/Lease Gap Coverage (Not Applicable in New York)	Coverage Extension ⁽¹⁾
Personal Effects	\$500 Per "Accident" ⁽¹⁾
Airbag Coverage	Coverage Extension ⁽¹⁾
Expanded Audio, Visual, And Data Electronic Equipment	Coverage Extension ⁽¹⁾
Comprehensive Deductible - Location Tracking Device	Coverage Extension ⁽¹⁾
Physical Damage Limit Of Insurance	Coverage Extension ⁽¹⁾

DESCRIPTION	
AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS	
Duties In The Event Of Accident, Claim, Suit Or Loss	Coverage Extension ⁽¹⁾
Waiver of Subrogation	Coverage Extension ⁽¹⁾
Multiple Deductibles	Coverage Extension ⁽¹⁾
Concealment, Misrepresentation Or Fraud	Coverage Extension ⁽¹⁾
Policy Period, Coverage Territory	Coverage Extension ⁽¹⁾
Two Or More Coverage Forms Or Policies Issued By Us - Deductibles	Coverage Extension ⁽¹⁾
AMENDMENTS TO SECTION V - DEFINITIONS	
Bodily Injury Including Mental Anguish (Not Applicable in New York)	Broadened Definition ⁽¹⁾
Coverage Territory	Broadened Definition ⁽¹⁾

(1) Provision provided in coverage extension form CA7809 NY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

(This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11-12-2022
Insured
Fisher Associates, P.E., L.S., P.C.
Insurance Company
RLI Insurance Company

Policy No.
PSW0002273

Endorsement No.
Premium 29180.64

Countersigned by _____

Department of State Division of Corporations

Entity Information

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Entity Details



ENTITY NAME: FISHER ASSOCIATES, P.E., L.S., L.A., D.P.C.

DOS ID: 1430497

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC PROFESSIONAL SERVICE CORPORATION

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTION OF LAW: 1503 BCL - BUSINESS CORPORATION LAW

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 03/14/1990

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 03/14/1990

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: CURRENT

COUNTY: MONROE

NEXT STATEMENT DUE DATE: 03/31/2024

JURISDICTION: NEW YORK, UNITED STATES

NFP CATEGORY:

[ENTITY DISPLAY](#)

[NAME HISTORY](#)

[FILING HISTORY](#)

[MERGER HISTORY](#)

[ASSUMED NAME HISTORY](#)

Service of Process Name and Address

Name: FISHER ASSOCIATES, P.E., L.S., L.A., D.P.C.

Address: 180 CHARLOTTE ST., ROCHESTER, NY, UNITED STATES, 14607

Chief Executive Officer's Name and Address

Name: ROSEANN SCHMID

Address: 180 CHARLOTTE STREET, ROCHESTER, NY, UNITED STATES, 14607

Principal Executive Office Address

Address: 180 CHARLOTTE ST., ROCHESTER, NY, UNITED STATES, 14607

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share
NO PAR VALUE	1,500	\$0.00

...
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New York Consolidated Laws, County Law - CNT § 215. County property; general provisions

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1. The board of supervisors shall have the general care and control of the corporate real and personal property of the county.

2. All contracts and conveyances made by or to the county, or on its behalf, shall be made in the name of the county.

3. The board may acquire by purchase or condemnation and accept by gift real and personal property for lawful county purposes. The board may also lease for county purposes real property for terms not exceeding five years with the privilege of renewal, except that in the county of Cattaraugus the board may, subject to referendum provided in [section twenty-four of the municipal home rule law](#)

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lease for county purposes real property for terms not exceeding ten years with the privilege of renewal. Parking areas may be regulated and a reasonable charge imposed. Necessary buildings may be erected, altered, remodelled and otherwise improved. Such buildings may be named, maintained and kept in repair, furnished and equipped for such public purposes. Adequate insurance of all types may be provided. When not otherwise provided by law, the board of supervisors may employ a custodian of any building or buildings and the grounds in connection therewith, or such custody may be made the duty of any county officer.

4. Upon the determination by the board of supervisors that county real property is not required for public use, such property may be leased for a term not exceeding five years upon such terms and conditions as may be prescribed by the board in the same manner and with the same rights and privileges as if owned by an individual.

5. When the board of supervisors shall determine that any county real property is no longer necessary for public use such board by resolution adopted by the affirmative vote of two-thirds of the total membership of the board taken by roll call and entered in the minutes, may sell and convey all the right, title and interest of the county therein.

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6. Such property may be sold or leased only to the highest responsible bidder after public advertisement.
7. The income and proceeds of lease and sale of any county real property may be applied toward the payment of the cost of new sites and buildings or expended for other lawful county purposes.
8. The provisions of subdivisions four, five, six and seven of this section shall not apply to the disposition of real property acquired pursuant to [section eight hundred fifty](https://1.next.westlaw.com/Link/Document/FullText?findType=L&originatingContext=document&transitionType=DocumentItem&pubNum=1000065&refType=LQ&originatingDoc=1299856801ad011e98e83fe9a8d152) (<https://1.next.westlaw.com/Link/Document/FullText?findType=L&originatingContext=document&transitionType=DocumentItem&pubNum=1000065&refType=LQ&originatingDoc=1299856801ad011e98e83fe9a8d152>) of this chapter, acquired by tax title or accepted for welfare assistance, or to lands purchased or acquired for highways or canals.
9. The sale or other disposition of personal property no longer necessary for public use, together with the application of the proceeds thereof, shall be in accordance with rules and regulations adopted by the board of supervisors, except as otherwise provided by law.
10. Nothing herein shall be construed to authorize the sale or lease of any county property where such disposition is prohibited or restricted by law.
11. The board of supervisors shall have the power, by resolution or local law, to adopt and enforce rules, regulations or ordinances covering the use of, parking on, and traffic in and through, any county-owned or county-leased property, except as to any roads or other property under the jurisdiction and control of the state of New York or any of its agencies. The board shall have the power to provide that the violation of any one or more of such rules, regulations, or ordinances (a) shall constitute on ¹ offense and that a person guilty of such offense may be punished by a fine of not exceeding one hundred dollars, or by imprisonment not exceeding thirty days, or by both such fine and imprisonment, or, in the alternative, (b) shall be enforced by prescribing a penalty not exceeding one hundred dollars in any one case, to be recovered in a civil action in any court having jurisdiction thereof, which action shall be brought in the name of the county.

¹ So in original. Probably should be "an."

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ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

MARK E. LARAMIE, P.E.
Commissioner

February 28, 2023

FN 20 23 - 106

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Enclosed is the contract for design services for various bridge and structure replacement projects to be constructed in 2024. The included projects are:

1. Replacement of Structure C2A-13, Kellogg Street over Martin Brook, Town of Kirkland
2. Replacement of Structure C1A-53, Fuller Road over Tributary of Steuben Creek, Town of Steuben
3. Replacement of Structure C2-43, Town Line Road over Tributary of Mud Creek, Town of Vernon
4. Replacement of Structure C3-54, Jug Point Road over Black Creek, Town of Verona
5. Replacement of Structure C6B-53, Stokes-Westernville Road over Branch Mohawk River, Town of Western

Proposals were solicited from qualified consultants and responses were evaluated. On September 21, 2022, the Board of Acquisition & Contract awarded the contract to Fisher Associates, P.E., L.S., L.A., D.P.C., to provide design services for the aforementioned projects for a total estimated fee in the amount of \$125,200.00.

If acceptable, please forward the above contract to the Oneida County Board of Legislators for consideration and approval.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
Commissioner

Enclosures

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

Anthony J. Picente, Jr.
County Executive

Date 3-1-23

Oneida County Department: Public Works

Competing Proposal Only Respondent Sole Source RFP Other

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Fisher Associates, P.E., L.S., L.A., D.P.C.
180 Charlotte Street
Rochester, NY 14607

Title of Activity of Service: Project Design Services

Proposed Dates of Operation: Start on Execution – 12/31/2023

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Enclosed is the contract for design services for various bridge and structure replacement projects to be constructed in 2024. The included projects are:

1. Replacement of Structure C2A-13, Kellogg Street over Martin Brook, Town of Kirkland
2. Replacement of Structure C1A-53, Fuller Road over Tributary of Steuben Creek, Town of Steuben
3. Replacement of Structure C2-43, Town Line Road over Tributary of Mud Creek, Town of Vernon
4. Replacement of Structure C3-54, Jug Point Road over Black Creek, Town of Verona
5. Replacement of Structure C6B-53, Stokes-Westernville Road over Branch Mohawk River, Town of Western

Proposals were solicited from qualified consultants and responses were evaluated. On September 21, 2022, the Board of Acquisition & Contract awarded the contract to Fisher Associates, P.E., L.S., L.A., D.P.C., to provide design services for the aforementioned projects for a total estimated fee in the amount of \$125,200.00. Note, Acquisition & Contract’s minutes show an award of \$125,000, thereby omitting \$200.00. We suggest treating the discrepancy as a scrivener’s error.

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

3) Program Design and Staffing: N/A

4) Funding

	Account #:	H-615
	Total Funding Requested:	\$125,200.00
	Oneida County Dept. Funding Recommendation:	\$125,200.00
Proposed Funding Sources	Federal:	\$ 0.00
	State:	\$0.00
	County:	\$125,200.00

Mandated / Not Mandated: Not Mandated

Past Performance Data: N/A

O.C. Department Staff Comments: None

MINUTES
ONEIDA COUNTY BOARD OF ACQUISITION AND CONTRACT

DATE: September 21, 2022; 11:00 a.m.

LOCATION: VIA-teleconference

Roll Call:

County Executive: Present

Chairman of the Board: Present

Commissioner of Public Works: Present

Report of Officials:

Motion to accept all items on the September 21, 2022, Board of Acquisition and Contract Agenda: Mr. Laramie

Second By: Mr. Fiorini

Ayes: 3

Nays: 0

1. Acceptance of a proposal from Upstate Fire Protection Engineering, PLLC in the amount of \$31,500.00 for consulting services related to the Retrofit Fire Protection System Building 101 Feasibility Study. The scope of work will include site visits, review of IRM documents, fire code research, preparing various reports and conducting on site meetings. Oneida County solicited proposals from qualified contractors and an award to Upstate Fire Protection Engineering, PLLC is recommended. Upon recommendation for Edward Arcuri and Al Barbato. H-648
2. Approval of an agreement between Helio Health, Inc. (Contract #156457) and Oneida County for the provision of drug and alcohol testing on clients referred by the Department for services. Helio Health, Inc. will conduct drug and alcohol tests, along with completing referral forms and return test results to the referring Department worker. The cost of this agreement will not exceed \$50,000.00 with an average cost of 50% local share or \$25,000.00. The term of this agreement begins January 1, 2022, and ends on December 31, 2023. Upon recommendation of Michael Romano and Al Barbato.
3. Approval of Change Order #1 Final to Dolomite Products (Contract #142600) in the amount of \$252,731.32 for final adjustments of material quantities utilized during the Consolidated County Road Project. Work on the project has been satisfactorily completed and it is recommended that Final Payment be made. The original contract amount was \$690,836.60. Proposed contract to date is \$943,567.92. Upon recommendation of Nicholas DiGennaro, P.E., CFM. H-614

4. Acceptance of a proposal from Fisher Associates in the amount of \$125,000.00 for design services for various bridge projects and structure replacement projects to be constructed in 2024. This work will include the replacement of multiple structures as follows: C2A-13 Kellogg Street over Martin Brook, C1A-53 Fuller Road over Tributary of Steuben Creek, C2-43 Town Line Road over Tributary of Mud Creek, C3-54 Jug Point Road over Black Creek and C6B-Stokes-Westernville Road over Branch Mohawk River. All RFPs were reviewed and all consultants met the requirement outlined in the proposal and an award to Fisher Associates is recommended. Upon recommendation of Nicholas DiGennaro, P.E., CFM and Al Barbato.

H-615

5. Award Bid Reference #2195 for Portable Foam Test System-FAA Approved. On September 12, 2022, bids were opened for BRN #2195. Oneida County received one submission. Bid was analyzed for accuracy and all computations verified. An award is recommended to Emerging Growth Enterprise LLC dba NoFoam Systems in the amount of \$31,771.53. Upon recommendation of Edward Arcuri and Al Barbato.
6. Sealed bids were opened on Thursday, September 15, 2022, for Bid Reference No. 2196 - Crack Fill. Oneida County received one submission. The following awards are recommended:
 - a. Unit Price for Crack Fill PG64S-22 (Formerly AC-20) with fiber - \$13.56 Per Gallon
 - b. Unit Price for Optional Maintenance and Protection of Traffic - \$2,200.00 Per Day

Upon recommendation of Christopher Burtch and Al Barbato.

7. Approval of an Agreement between Oneida County and the American Red Cross of Mohawk Valley (Contract # 164440). This Agreement is for the provision of services for individuals who have suffered a loss due to fires, floods or other natural disasters and are otherwise eligible. The total amount of this Agreement will not exceed \$43,200.00 with 40.99% (\$17,707.68) County cost. The term of this agreement begins January 1, 2023, and ends on December 31, 2024. Upon recommendation of Michael J. Romano and Al Barbato.

A6010.49534

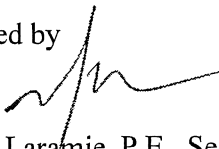
8. Approval of Change Order #1 to Upstate Companies, LLC for the Sky Dome Project (Contract #HC20597EC02) in the amount of \$33,041.40 to compensate the contractor for the additional work. This includes work on the project for T&M Feeder Repair, Anechoic Chamber Data & Power Modifications, MAU and AHU Power modifications, and Control Room & Observation Deck Data Modifications. The original contract amount was \$716,000.00. Proposed contract to date is \$749,041.40. Upon recommendation of Edward Arcuri.
9. Approval of Change Order #2 to Upstate Companies, LLC for the Sky Dome Project (Contract #HC20597EC02) in the amount of \$8,896.63 to compensate the contractor for the additional work. This includes Receptacles added to Data Room, power to East and West Louvers and radiant heat control panels and thermostats. The original contract amount was \$716,000.00. Proposed contract to date is \$758,038.03. Upon recommendation of Edward Arcuri

10. Approval of Change Order #1 to Rifenburg Construction, Inc. for Taxiway E Extension (Contract #H21593GC0) in the amount of (\$65,051.79) credit to Oneida County for unused materials for the project. In addition, work on the project has been satisfactorily completed and it is recommended that Final Payment in the amount of \$90,803.16 be made. The original contract amount was \$1,881,115.00. Proposed contract to date is \$1,816,063.21. Upon recommendation of Edward Arcuri.

Motion to Adjourn: Mr. Laramie

Second By: Mr. Fiorini

Submitted by



Mark E. Laramie, P.E., Secretary
Board of Acquisition and Contract

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement"), made this _____ day of _____ 2023, by and between the COUNTY OF ONEIDA (hereinafter called "County"), a New York municipal corporation with its principal office located at 800 Park Avenue, Utica, New York 13501, and Fisher Associates, P.E., L.S., L.A., D.P.C. (hereinafter called "Consultant"), a New York domestic professional service corporation with its place of business located at 180 Charlotte Street, Rochester, NY 14607. The County and Consultant are referred to herein each as a "Party" and together as the "Parties").

WITNESSETH:

WHEREAS, County requires consulting services associated with the following five projects: (1) Replacement of Structure C2A-13, Kellogg Street over Martin Brook, Town of Kirkland; (2) Replacement of Structure C1A-53, Fuller Road over Tributary of Steuben Creek, Town of Steuben; (3) Replacement of Structure C2-43, Town Line Road over Tributary of Mud Creek, Town of Vernon; (4) Replacement of Structure C3-54, Jug Point Road over Black Creek, Town of Verona; and (5) Replacement of Structure C6B-53, Stokes-Westernville Road over Brank Mohawk River, Town of Western; and

WHEREAS, Consultant has submitted a proposal to provide such services; and

WHEREAS, The Oneida County Board of Acquisition and Contract has authorized this Agreement; and

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. TERM

1.1. The term of this Agreement shall commence upon County's issuance to Consultant of a written Notice to Proceed (the "Notice to Proceed") and shall terminate upon completion of all work required of Consultant, but no later than December 31, 2023.

2. NOTICE TO PROCEED

2.1. The Notice to Proceed shall be in the form of a letter signed by County's Project Manager (as identified herein), authorizing the Services described herein. No Services shall commence until the Notice to Proceed is issued and County shall have no obligation to compensate Consultant for any Services performed before the Notice to Proceed is issued.

3. COMPENSATION

3.1. For Consultant providing the Services the County will pay Consultant in an amount not to exceed **One Hundred Twenty-Five Thousand Two Hundred dollars and Zero cents (\$125,200.00)**.

3.2. Payment shall be made monthly on a basis of work completed and billed in accordance with the hourly rates established in **Attachment C**.

3.3. There shall be no separate payments for reimbursable expenses. Compensation for all reimbursable expenses is included in the not-to-exceed fee.

3.4. In case of changes the scope of work resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization of County. Payments for additional services performed shall be agreed upon in writing prior to commencement of such additional services and payment for such additional services shall be made based on the percentage of services completed and/or on completion of major tasks.

3.5. County reserves the right to withhold payment due to Consultant's failure to properly perform its obligations under this Agreement. County may withhold payment for reasons including, but not limited to: (1) defective services, (2) third party claims, (3) failure of Consultant to pay its sub-consultants, or (4) damage to County. County may correct any conditions which do not meet the requirements of this Agreement, deduct the cost from the amounts due under this Agreement, and recover any remaining costs from Consultant.

3.6. It is understood and agreed that Consultant shall not be entitled to payment for any fees or costs incurred prior to the issuance of the Notice to Proceed or following the termination date of this Agreement.

4. **EXECUTORY OR NON-APPROPRIATION CLAUSE**

4.1. The obligations of the Parties are conditioned upon the continued availability of government funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, County shall have the option to immediately terminate this Agreement upon providing written notice to Consultant by certified mail. In such an event Consultant shall receive payment for costs actually incurred prior to

termination, and shall not receive actual or consequential damages as a result of termination.

5. SCOPE OF SERVICES

5.1. Consultant shall provide certain services identified in the original Request for Proposal, attached hereto as **Attachment B**, and the Consultant Proposal, attached hereto as **Attachment C** (both collectively the "Services").

5.2. Consultant shall furnish all staffing, equipment, materials, and/or supplies necessary for the performance of the Services under this Agreement, and shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable federal and state safety standards.

6. PERFORMANCE OF SERVICES

6.1. Consultant affirms that it does not have any financial interest or conflict of interest that would prevent Consultant from providing unbiased, impartial service under this Agreement.

6.2. Consultant's Services shall be performed, completed and submitted with reasonable care and in accordance with industry standards.

6.3. It is understood and agreed that Consultant has the professional skills necessary to perform the Services agreed to be performed under this Agreement, and that County relies upon the professional skills of Consultant to perform Consultant's duties.

6.4. Consultant agrees to maintain in confidence and not disclose to any person or entity, without County's prior written consent, any confidential information, knowledge or data relating to the products, processes, or operations of County. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

6.5. Consultant represents that it has the experience, licenses, qualifications, staff and expertise to perform said Services in a professional and competent manner.

6.6. Consultant shall be solely responsible for determining the method, details and means of performing the Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

6.7. Consultant is solely responsible for paying all of its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

6.8. Consultant acknowledges and agrees that it and its employees and sub-consultants have

no authority to enter into contracts that bind County, or create obligations on the part of County, without the prior written authorization of the County.

6.9. Consultant understands that prompt and ready completion of the Services is required. Completion dates, if specified herein, may only be modified by mutual written agreement of the Parties. Consultant agrees to diligently perform the Services to be provided under this Agreement.

6.10. Consultant shall immediately notify County in writing of any difficulty in complying with any of the requirements of this Agreement.

7. NON-ASSIGNMENT

7.1. Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of its right, title or interest therein, or its power to execute this Agreement, to any other person, corporation or other entity without the previous consent, in writing, of County.

8. SUBCONTRACTS

8.1. A sub-consultant is a person who has an agreement with Consultant to perform any of the Services.

8.2. Consultant agrees to furnish to County, prior to the execution of this Agreement, a list of names of sub-consultants to whom it proposes to award any portion of the Services.

8.3. Agreements between Consultant and its sub-consultants shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all Attachments. Consultant shall be solely responsible and shall remain liable for the performance of the Services. Within 14 days of receipt of this information, the County may notify Consultant that it: (1) it has reasonable objection to any such proposed person or entity, in which case Consultant will propose a different sub-consultant, or (2) requires additional time for review the proposed sub-consultant, or (3) Consultant must provide additional information and that action shall be deferred until the Consultant provides further information.

9. CHANGE IN SERVICES

9.1. In case of changes affecting the scope of services resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify

County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization.

10. PROJECT MANAGERS

10.1. County designates the Oneida County Commissioner of Public Works as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to Consultant's performance under this Agreement, and for liaison and coordination between the Parties. In the event County wishes to change its representative, Consultant will be notified in writing.

10.2. Consultant designates Younes Drihmi, P.E., as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in Consultant designated personnel or sub-consultant shall be subject to approval by the Project Manager for County.

11. NOTICES

11.1. Any notice to County shall be sent by certified United States Mail, postage prepaid, to the Commissioner of Public Works, 5999 Judd Road, Oriskany, NY 13424, or at such other address last furnished in writing.

11.2. Any notice to Consultant shall be sent by certified United States Mail, postage prepaid, to Consultant's Project Manager at the address listed above, or at such other address last furnished in writing.

12. INDEPENDENT CONTRACTOR STATUS

12.1. For the purposes of this paragraph only, the term "Independent Contractor" shall be broadly construed to include Consultant and any of its subcontractor(s) or sub-consultant(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Independent Contractor to County shall be that of an independent contractor. The Independent Contractor shall not be deemed an employee of County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Independent Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, an officer or employee of County. County and

the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

12.2. Payments to Consultant shall be reported on IRS Form 1099, and County shall not make any withholding for taxes or any other obligations. Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. Consultant shall indemnify and hold County harmless from all loss or liability incurred by Consultant as a result of County not making such payments or withholdings.

13. ASSUMPTION OF RISK AND INDEMNIFICATION

13.1. Consultant solely assumes all risks in performing the Services.

13.2. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold County, its officers, agents and employees (the "Indemnitees"), harmless against any and all claims (including but not limited to claims asserted by any employee of Consultant or its sub-consultants) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) arising out of or in any way related to: (a) the risks Consultant assumes under this Section, (b) the Consultant's or its sub-consultant's performance of the Agreement, (c) intentional or negligent acts or omissions of Consultant, its officers, sub-consultants, employees, or agents, or (d) Consultant's and/or its sub-consultant's failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of cross-claim, third-party claim, declaratory action or otherwise.

13.3. Neither the termination of this Agreement nor the making of the final payment shall release Consultant from its obligations under this Section. The enumeration elsewhere in this Agreement of particular risks assumed by Consultant or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

14. INSURANCE REQUIREMENTS

14.1. Consultant shall purchase and maintain insurance of the following types of coverage

and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

14.2. Commercial General Liability (“CGL”) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Consultant shall maintain said CGL coverage for itself and the additional insureds for the duration of this Agreement, and maintain completed operations coverage for itself and the additional insureds for at least three (3) years after completion.

14.3. Workers’ Compensation and Employer’s Liability, pursuant to statutory limits.

14.4. Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. County shall be included as an additional insured on a primary and non-contributing basis.

14.5. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) per occurrence. County shall be included as an additional insured. Excess/Commercial Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

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

14.7. Waiver of Subrogation: Consultant waives all rights against County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

14.8. County shall not issue a Notice to Proceed until certificates evidencing the insurance required by this Section have been provided to County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of each of the Consultant's policies. The certificates shall be on forms approved by County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to County. Acceptance of the certificates shall not relieve 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 hereby 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.

15. REQUIRED PROVISIONS OF LAW

15.1. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all Parties.

15.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either Party, this Agreement shall be amended in writing, and signed by both Parties to make such insertion.

15.3. Consultant agrees that there shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. Consultant shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof. Consultants determined to be in violation of this section shall be deemed to be in breach of this Agreement.

16. BREACH

16.1. A breach of this Agreement shall include, but not be limited to, the following:

16.1.1. If any insurance or bonds required to be maintained pursuant to this Agreement shall fail to be obtained or shall be cancelled or revoked at any time or if Consultant shall

fail to deliver any required insurance certificate or bond.

16.1.2. If any representation or warranty made by Consultant in this Agreement shall be incorrect or fallacious in any respect.

16.1.3. If Consultant shall file a voluntary petition in Bankruptcy Court, or shall be the subject of an involuntary petition in Bankruptcy Court, or shall be adjudged as bankrupt or insolvent, or shall file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute, or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of Consultant.

16.1.4. If Consultant assigns its rights and duties under this Agreement without written consent of County.

16.1.5. County shall review Consultant's performance. If it is found Consultant is not meeting Agreement conditions, it will be formally notified. If the condition is not corrected within a time deemed reasonable to the County, then this will be cause for Agreement termination.

16.1.6. If default shall be made by Consultant in keeping, observing or performing any of the terms or covenants contained in this Agreement, including any Attachments or amendments.

16.2. If Consultant breaches this Agreement, County may declare Consultant in default and pursue all remedies provided herein and available at law. Without limiting the available remedies, County may proceed to perform the Services required under this Agreement and charge the expense thereby incurred against the monies to which Consultant would have been entitled under this Agreement, or may contract with a third party for the performance of the Services and charge the cost and expense thereof in a like manner. In the event of a default in the performance of the Services, Consultant agrees to reimburse County for all costs, expenses and damages incurred by County in completing the Services in accordance with this Agreement.

16.3. In the event of a breach or threatened breach by either Party of its obligations under this Agreement, the other Party shall have the right to seek and obtain an injunction or other equitable relief, in addition to any other remedies provided by this Agreement, or by law.

17. TERMINATION

17.1. This Agreement may be terminated by County immediately for cause or upon ten (10) days written notice.

17.2. If this Agreement is terminated, Consultant shall be entitled to compensation for Services satisfactorily performed to the effective date of termination; provided however, that County may condition payment of such compensation upon Consultant's delivery to County of any and all documents, photographs, computer software, videotapes, and other materials provided to Consultant or prepared by Consultant for County in connection with this Agreement. Payment by County for the Services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which Consultant is entitled in the event of termination of this Agreement and Consultant shall be entitled to no other compensation or damages and expressly waives same.

17.3. This Agreement may be terminated by Consultant upon ten (10) days written notice to County only in the event of substantial failure by County to fulfill obligations under this Agreement through no fault of Consultant.

18. **DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS**

18.1. Copies of computer diskettes, drawings and specification manuscripts in the possession of the County are to remain the property of County whether or not the project is completed. The Consultant shall provide additional copies to the County upon request. Consultant may retain copies for reference. These documents shall not be used by Consultant for other projects without prior written approval of County. County's use of this data for purposes other than originally intended without written verification or adoption by Consultant shall be at County's sole risk.

19. **ADDENDUM**

19.1. Consultant shall comply with **Attachment A** – Standard Contract Clauses Addendum, attached hereto and hereby incorporated by reference.

20. **NON WAIVER**

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

21. CHOICE OF LAW/FORUM

21.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles.

21.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

22. ORDER OF PRECEDENCE

22.1. In case of conflicts between the provisions of this Agreement and the Attachments, or between the Attachments, the following order of precedence shall control:

22.1.1. **Attachment A – Standard Contract Clauses Addendum**

22.1.2. **Attachment D – Change Order**, in reverse chronological order, if applicable

22.1.3. **This Agreement**

22.1.4. **Attachment B – Request for Proposal**

22.1.5. **Attachment C – Consultant Proposal**

23. SUCCESSORS AND ASSIGNS

23.1. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

24. SEVERABILITY

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

25. ENTIRE AGREEMENT

25.1. This Agreement is the final, binding agreement of the Parties and supersedes all previous negotiations and representations, written or oral, on the subject matter.

26. COUNTERPARTS

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

27. AUTHORITY TO ACT/SIGN

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

28. ADVICE OF COUNSEL

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

29. AMENDMENTS

29.1. This Agreement may not be amended except through a written agreement of the Parties, provided, however, that amendments to the Services and/or Consultant's compensation, if needed, may be in the form of the Change Order attached hereto as **Attachment D.**


(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the respective Parties herein have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

Anthony J. Picente, Jr.
Oneida County Executive

FISHER ASSOCIATES, P.E., L.S., L.A., D.P.C.



Emily M. Smith, P.E.
Vice President | Director of Transportation

APPROVED BY

Andrew Dean, Esq.
Assistant County Attorney

Attachment A

Standard Contract Clauses Addendum

THIS ADDENDUM, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

1. Executory or Non-Appropriation Clause.

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

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

2.1. Pursuant to Oneida County Board of 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.

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

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

3.1.2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

3.2.1. The Contractor certifies that it and its principals:

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

3.2.1.2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contracts under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.2.1.3. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

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

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

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

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

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

3.3.1.2. Establishing an on-going drug-free awareness program to inform employees about:

3.3.1.2.1. The dangers of drug abuse in the workplace;

3.3.1.2.2. The Contractor's policy of maintaining a drug-free workplace;

3.3.1.2.3. Any available drug counseling, rehabilitation, and employee assistance program; and

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

3.3.1.3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (3.3.1.1) above;

3.3.1.4. Notifying the employee in the statement required by paragraph (3.3.1.1) that as a condition of employment under the Contract, the employee will:

3.3.1.4.1. Abide by the terms of the statement; and

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

3.3.1.5. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (3.3.1.4.2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

3.3.1.6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (3.3.1.4.2), with respect to any employee who is so convicted;

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

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

3.3.1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (3.3.1.1), (3.3.1.2), (3.3.1.3), (3.3.1.4), (3.3.1.5), (3.3.1.6).

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

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

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

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

3.4.2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA). When applicable to the services provided pursuant to the Contract:

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

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

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

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

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

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

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

4.3. The Contractor shall:

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

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

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

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

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

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

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

4.3.8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

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

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

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

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

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

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

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

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

7. Non-Discrimination Requirements. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or

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

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

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

10. Records. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps,

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

11. Identifying Information and Privacy Notification.

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

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

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

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

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

16. Gratuities and Kickbacks.

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

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

17. Audit.

17.1. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted

accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. Certification of compliance with the Iran Divestment Act.

18.1. Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

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

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

19. Prohibition on Tobacco and E-Cigarette use on County Property.

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

19.1.1. For the purposes of this provision, the “use of tobacco” shall include:

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

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

19.1.2. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

19.2. For the purposes of this provision, “on Oneida County property” shall be defined as:

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

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

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

20. Compliance with New York State Labor Law § 201-G.

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

Updated: 11/8/2018

Oneida County Department of Public Works

Division of Engineering
5999 Judd Road, Oriskany, New York 13424

Request for Proposal

PROFESSIONAL CONSULTING DESIGN SERVICES

FOR

- 1. REPLACEMENT OF STRUCTURE C2A-13, KELLOGG STREET OVER MARTIN BROOK, KIRKLAND**
 - 2. REPLACEMENT OF STRUCTURE C1A-53, FULLER ROAD OVER TRIBUTARY OF STEUBEN CREEK, STEUBEN**
 - 3. REPLACEMENT OF STRUCTURE C2-43, TOWN LINE ROAD OVER TRIBUTARY OF MUD CREEK, VERNON**
 - 4. REPLACEMENT OF STRUCTURE C3-54, JUG POINT ROAD OVER BLACK CREEK, VERONA**
 - 5. REPLACEMENT OF STRUCTURE C6B-53, STOKES-WESTERNVILLE RD OVER BR. MOHAWK RIVER,
WESTERNVILLE**
-

August 2022

REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING DESIGN SERVICES

1. Introduction

1.1. The County of Oneida (the "County") is soliciting a proposal for Professional Consulting Design Services defined in Section 2. Project Description and Section 3. Scope of Services.

1.2. Proposal must be submitted electronically in Adobe PDF format. Proposals can be submitted via email to ndigennaro@ocgov.net or via mail on a USB flash drive to:

Nicholas P. DiGennaro, P.E., CFM
Deputy Commissioner
Oneida County Department of Public Works
5999 Judd Road
Oriskany, New York 13424

1.3. Proposal is due at the above address no later than 2:00 p.m. on September 8, 2022.

1.4. Questions relating to this RFP should be directed to Jason Swistak at (315) 793-6240/ jswistak@ocgov.net or Nicholas DiGennaro at 315-793-6233/ ndigennaro@ocgov.net.

1.5. Site visits should be coordinated with Jason Swistak.

2. Project Description

2.1. The following bridges or structures will be rehabilitated or replaced as noted herein.

2.1.1. Structure C2A-13, Kellogg Street over Martin Brook, Town of Kirkland.

2.1.1.1. The existing structure is a 6' Reinforced Concrete Pipe with a stormwater discharge in the pipe.

2.1.1.2. A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert.

2.1.2. Structure C1A-53, Fuller Road over Tributary of Steuben Creek, Town of Steuben.

2.1.2.1. The existing structure is a varying sized three-sided box with riveted Corrugated Metal Pipe.

2.1.2.2. The flow line of the structure is deteriorated. Additionally, several sections of the corrugated metal pipe have heaved, which allows pipe bedding material loss from above.

2.1.2.3. A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert.

2.1.3. Structure C2-43, Town Line Road over Tributary of Mud Creek, Town of Vernon.

2.1.3.1. The existing structure is a 5 ft. x 7 ft. Corrugated Metal Arch on Concrete Footings under approximately 15 ft of fill.

2.1.3.2. A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert.

2.1.4. Structure C3-54, Jug Point Road over Black Creek, Town of Verona.

2.1.4.1. The existing structure is a corrugated metal pipe plate arch, 12 ft.-4 in. span x 7 ft.-9 in. rise.

2.1.4.2. A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert.

2.1.5. Structure C6B-53, Stokes-Westernville Road over Branch Mohawk River, Town of Western

2.1.5.1. The existing structure consists of varying sized three-sided box culvert with reinforced concrete pipe.

2.1.5.2. A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert.

2.2. All structures meeting the stream classification criteria are anticipated to be designed per USACE/NYSDEC stream crossing design standards (e.g., Aquatic Organism Passage).

3. Scope of Services

3.1. Consultant shall design a complete project suited to the location, along with appropriate approaches, if required. The Consultant will be responsible for designing the most cost effective, and functional system.

3.2. The Consultant shall be required to prepare separate site-specific plans, cost estimates, and bid specifications for the projects, as described in Section 2, Project Description, and as directed by the County.

3.3. Plans and bid specifications shall be prepared in accordance with applicable New York State Department of Transportation and AASHTO guidelines.

3.4. Work shall include preparation of plans, estimates and bid specifications for all related work as well as all field surveys, and tests necessary for a complete project design. Two soil borings to determine soil bearing capacity shall be required for structure C3-54.

3.5. The Consultant shall be responsible for preparing and securing a joint NYSDEC/ACOE permit for all structure replacements. The County shall pay all permit fees when applicable.

3.6. Consultant shall be responsible for preparing and securing necessary contract documentation as required by New York State Department of Transportation guidelines (i.e., equal employment opportunity guidelines, etc.) when necessary.

3.7. Plans and specifications shall be ready for bid no later than 90 days after execution of an Agreement for Consultant Services.

3.8. Work shall be completed in accordance with the following criteria. The most current editions of the following reference manuals shall prevail:

3.8.1. NYSDOT:

3.8.1.1. HS-25 Live Load Rating

3.8.1.2. The Environmental Manual

3.8.1.3. Standard Specifications for Construction and Materials

3.8.1.4. Highway Design Manual - Volume 1, 2 and 3

3.8.1.5. Manual of Uniform Traffic Control Devices

3.8.1.6. Policy on Geometrics of Structures

3.8.1.7. Standard Specifications for Highway Bridges

3.8.1.8. Standard Details for Highway Bridges

3.8.1.9. Engineering Instructions / Bulletins

3.8.2. AASHTO:

3.8.2.1. Standard Specifications for Highway Bridges

3.8.2.2. Policy on Geometric Design of Highways and Streets

3.8.3. Any other applicable NYSDOT or AASHTO guideline.

3.9. Generate formal minutes for all meetings. Minutes shall be distributed to the County and all other parties involved.

3.10. Consultant Services shall be divided into the following sequential phases:

3.10.1. Implementation

3.10.1.1. Confer with the County and review recommendations/requirements of the project to arrive at a mutual understanding of the scope.

3.10.1.2. Inspect site and review existing data available for project development.

3.10.1.3. Analyze various design alternatives with regards to cost and schedule.

Submit results to the County for review and selection.

3.10.2. Design Development

3.10.2.1. Verify design alternative selected by the County.

3.10.2.2. Prepare preliminary drawings and specifications sufficient to permit review and approval by the County or its representatives.

3.10.2.3. Review and incorporate comments and revisions into design.

3.10.2.4. Provide a detailed statement of probable construction cost.

3.10.3. Comments, Revisions and Final Review

3.10.3.1. Submit drawings and specifications for approval to all agencies concerned, including, but not limited to, County and governing New York State permitting agencies.

3.10.3.2. Review and incorporate comments and revisions into design.

3.10.3.3. Provide a detailed statement of individual probable construction cost.

3.10.3.4. Provide all information generated during design development. Include, as a minimum, all hand calculations and computer program outputs (hydraulic analysis, etc.), subsurface information, bearing capacity analysis, and ASCII survey coordinate file.

3.10.4. Bid Documents

3.10.4.1. Prepare final individual site-specific design drawings, specifications and bid documents stamped and signed by a Professional Engineer registered with the State of New York, in the format previously approved by the County.

3.10.4.2. Deliver original manuscripts and drawings to County within ten days after final review of preliminary drawings.

3.10.4.3. Provide PDF files containing entire bid document (plans and specifications), for each Project.

3.10.5. Public Bidding

3.10.5.1. The County shall reproduce and distribute all construction documents.

3.10.5.2. Assist in the bidding process by answering questions submitted by bidders and provide Addendums when necessary.

3.10.5.3. Review bids submitted by contractors and forward recommendation to the County.

3.10.6. Construction Phase

3.10.6.1. All construction inspection shall be performed under a separate agreement. However, following an award of a construction contract, the Consultant shall be required to perform site visits, answer questions related to the contract documents, perform submittal review and approval, and provide additional services

when requested. The cost for these services shall be funded through a contingency fund of Five Thousand Dollars (\$5,000.00), for each project site. This contingency fund shall be included in the proposed fee. The Consultant shall provide a schedule defining hourly rates for each individual assigned to the Project. This schedule shall be used to determine the cost of additional services to be billed against the contingency fund. Consultant shall receive payment on a work performed basis. Therefore, contingency funds not used shall be credited to the County. Consultant shall provide this information on a separate sheet titled "Schedule A".

3.10.7. "Record" Drawings

3.10.7.1. Upon completion of the Project, assemble all job notes, directives, change orders, and other pertinent data to fully describe all changes to the original plans and specifications.

3.10.7.2. Revise original drawings and specifications to accurately depict the "as-built" condition of the Project.

3.10.7.3. Deliver to the County electronic copies of "as-built" drawings in Adobe PDF format.

4. Terms and Conditions

4.1. The County shall not be liable for costs incurred prior to the issuance of an executed written Agreement and/or written Notice to Proceed.

4.2. The contents of the Consultant's proposal may become part of the contractual obligations if deemed appropriate by the County.

4.3. Consultant shall not discriminate against any individual in accordance with applicable federal, state or local laws.

4.4. Consultant and/or sub-consultants shall make a good faith effort to ensure that M/WBE are given the maximum opportunity to compete for any sub-contracts.

4.5. Consultant shall be required to enter into a Professional Services Agreement (the "Agreement") with the County, inclusive of insurance requirements, set forth herein, and any attachments thereto. The County reserves the right to modify the Agreement before final execution.

4.6. The Agreement entered into, as a result of this RFP, shall be between the Consultant and the County.

4.7. Consultant shall comply with and certify that the proposal was made without collusion pursuant to General Municipal Law § 103-d, attached hereto as **Appendix A**.

4.8. Consultant shall comply with and certify that the proposal was made pursuant to General Municipal Law 103-G, Iranian Energy Divestment Sector, attached hereto as **Appendix B.**

4.9. Consultant shall comply with and certify the County's Solid Waste Management Certification pursuant to Article 12 of the County's Procurement Policy, attached hereto as **Appendix C.**

4.10. Consultant shall comply with and certify the Statement on Sexual Harassment pursuant to Labor Law 201-g, attached hereto as **Appendix D.**

4.11. **Appendix E** shall become part of any contract, resulting from this proposal, between Consultant and County.

5. Payment for Services

5.1. Consultant shall invoice County monthly for services rendered.

5.2. Payment shall be based on established hourly billing rates.

5.3. Hourly rates include all reimbursable expenses. Additional and/or separate payment(s) will not be made for reimbursable expenses.

6. Indemnification

6.1. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold the County harmless against any and all claims (including but not limited to claims asserted by any employee of the Consultant and/or its subconsultants) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to its performance and/or its subconsultants' performance of the Agreement or from the Consultant's and/or its subconsultants' failure to comply with any of the provisions of the Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this paragraph by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the County without negligence and solely by reason of statute, operation of Law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the County either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of Law, or otherwise). The obligations of the Consultant under this paragraph shall not be limited by

any enumeration herein of required insurance coverage and shall survive any expiration or termination of the Agreement and the County's tendering of the final payment.

7. Insurance Requirements

7.1. The Consultant shall maintain, at its own expense, the following insurance until termination of the Agreement. The insurance carrier must have at least an A- (excellent) rating by A. M. Best and be qualified and admitted to do business in the State of New York.

7.2. Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and at least Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, completed operations, personal and advertising injury. The Consultant shall maintain completed operations coverage for a period of three (3) years after completion.

7.3. Automobile Liability covering vehicles owned, leased, hired and non-owned vehicles used, by the Consultant with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

7.4. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) each occurrence, following form over the Commercial General Liability and Automobile Liability, with subrogation waived.

7.5. Workers' Compensation pursuant to statute.

7.6. Employer's Liability pursuant to statute.

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

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

7.9. The Consultant shall provide certificates of insurance to the County that evidence compliance with the requirements in this Section 2.5. The certificates shall be on forms

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

7.10. The Consultant waives all rights against the County for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

8. Independent Contractor Status

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

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

9. Document Reproduction and Ownership of Original Drawings and Manuscripts

9.1. The Consultant grants to the County an exclusive license to use the Consultant's Instruments of Service, including specifications and drawings prepared for the Project. The Consultant shall obtain similar exclusive licenses from the Consultant's sub-consultants

consistent with the Agreement. The license granted under this section permits the County to authorize the contractor, its subcontractors, sub-subcontractors, and suppliers, as well as the County's separate contractors, to reproduce applicable portions of the Instruments of Service. The Consultant shall provide reproductions of the Instruments of Service and the As-Constructed Record Drawings to the County upon request, free of charge. All such reproductions shall be the property of the County, whether or not the Project is completed.

10. Choice of Law

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

11. Submittal Requirements

11.1. Cover page (one page).

11.2. List of sub-consultants (one page).

11.3. Signed **Appendix A** – Non-Collusion Certification

11.4. Signed **Appendix B**– Iran Divestment Act Certification

11.5. Signed **Appendix C** – Recycling and Solid Waste Certification

11.6. Signed **Appendix D** – Statement on Sexual Harassment

11.7. Completed **Appendix F** – Fee Proposal

11.8. Billable hourly rate schedule including sub-consultants.

12. Special Requirements

12.1. The Consultant shall have on staff, or as a sub-consultant, a Professional Engineer recognized by the New York State Education Department. This individual shall be responsible for the coordination of services and shall supervise all inspectors and sub-consultants.

13. Responsibility of Consultant

13.1. If it is found that Consultant is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted a proposal without an authorized signature, falsified any information in the proposal package, etc.), its proposal shall be rejected and any contract(s) entered into may be terminated immediately upon notice without penalty.

**Appendix A
Non-Collusion Certification**

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

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

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

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

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

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

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for restricting competition.

(b) A Bid shall not be considered for award, nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore. Where (a), (1), (2) and (3) above have not been

complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

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

Submitted By

(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____

(SIGN AND RETURN WITH PROPOSAL)

Appendix B
Iran Divestment Act - Certification

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

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

The Certification is as follows:

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

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

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

Submitted By

(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____

(SIGN AND RETURN WITH PROPOSAL)

Appendix C
Recycling and Solid Waste Management Certification Form for Oneida County Contracts

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

REGULATORY COMPLIANCE

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

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

CERTIFICATION STATEMENT

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

Submitted By

(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____

(SIGN AND RETURN WITH PROPOSAL)

Appendix D
Statement on Sexual Harassment in Accordance with New York State Law

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

Submitted By

(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____

(SIGN AND RETURN WITH PROPOSAL)

Appendix E
ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

- iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 - i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
 - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
 - ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. The Contractor will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
 - D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
 - 1) Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F), above.
- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

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

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

- ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 - i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 - ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
 - i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

- iii. There is a material change in the business practices and procedures of the County.
 - e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.
5. NON-ASSIGNMENT CLAUSE. In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.
 6. WORKER'S COMPENSATION BENEFITS. In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
 7. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.
 8. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.
 9. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as

to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

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

13. GOVERNING LAW. This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.
14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.
- a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.
 - b. In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.
15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).
16. GRATUITIES AND KICKBACKS.
- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
 - b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
17. AUDIT.
- a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall

maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, "on Oneida County property" shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and

- ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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

**Appendix F
Proposals Form**

Please be sure to include \$5,000.00 contingency fund, for each project site (as described in section 3.10.6.1). In case of conflict between the prices, the price written in words will control.

We submit the following fee proposal for Engineering Design Services for:

- 1. Replacement of Structure C2A-13 Kellogg Street over Martin Brook, Town of Kirkland.
Lat. 43.04806 Lon. -75.37083**

Total Price Written in Numbers	Total Price Written in Words
--------------------------------	------------------------------

- 2. Replacement of Structure C1A-53, Fuller Road over Tributary of Steuben Creek, Town of Steuben.
Lat. 43.31778 Lon. -75.22028**

Total Price Written in Numbers	Total Price Written in Words
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- 3. Replacement of Structure C2-43, Town Line Road over Tributary of Mud Creek, Town of Vernon.
Lat. 43.11417 Lon. -75.52722**

Total Price Written in Numbers	Total Price Written in Words
--------------------------------	------------------------------

- 4. Replacement of Structure C3-54, Jug Point Road over Black Creek, Town of Verona.
Lat. 43.16512 Lon. -75.67621**

Total Price Written in Numbers	Total Price Written in Words
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- 5. Replacement of Structure C6B-53, Stokes-Westernville Road over Branch Mohawk River, Town of Western.
Lat. 43.30578 Lon. -75.42581**

Total Price Written in Numbers	Total Price Written in Words
--------------------------------	------------------------------

By signing below, I hereby certify that I have the authority to offer this Proposal to the County of Oneida for the above listed individual or company, upon the terms contained in the RFP. I certify that I have the authority to bind myself/this company in an Agreement should I be successful in my proposal.

Legal Name of Persons, Firm or
Corporation

Address

Signature

Name and Title

Date

PROJECT UNDERSTANDING AND SCOPE

Structure C2A-13, Kellogg Street over Martin Brook, Town of Kirkland

The existing structure is a 6' Reinforced Concrete Pipe with a stormwater discharge in the pipe. It is anticipated that the new structure will be a precast concrete box culvert. The new structure will be sized according to DEC requirements and will be designed to pass the 50-year storm event.

Structure C1A-53, Fuller Road over Tributary of Steuben Creek, Town of Steuben

The existing structure is a varying-sized three-sided box with riveted Corrugated Metal Pipe. It is anticipated that the new structure will be a precast concrete box culvert. The new structure will be sized according to DEC requirements and will be designed to pass the 50-year storm event.

Structure C2-43, Town Line Road over Tributary of Mud Creek, Town of Vernon

The existing structure is a 5 ft. x 7 ft. Corrugated Metal Arch on Concrete Footings under approximately 15 ft of fill. It is anticipated that the new structure will be a precast concrete box culvert. The new structure will be sized according to DEC requirements and will be designed to pass the 50-year storm event.

Structure C3-54, Jug Point Road over Black Creek, Town of Verona

The existing structure is a corrugated metal pipe plate arch, 12 ft.-4 in. span x 7 ft.-9 in. rise. It is anticipated that the new structure will be a precast concrete box culvert. The new structure will be sized according to DEC requirements and will be designed to pass the 50-year storm event.

Structure C6B-53, Stokes-Westerville Road over Branch Mohawk River, Town of Western

The existing structure consists of varying-sized three-sided box culvert with reinforced concrete pipe. It is anticipated that the new structure will be a precast concrete box culvert. The new structure will be sized according to DEC requirements and will be designed to pass the 50-year storm event.

Design Tasks:

The project consists of the following tasks:

- Design (implementation, design development, and comments)
- Environmental permitting

Deliverables:

The project contains the following deliverables:

- Preliminary Memo & Estimate
- Final Plans & Estimate
- Environmental Permits
- Bid documents

Assumptions:

- Two soil borings are required for Structure C3-54, Jug Point Road over Black Creek, Town of Verona.
- The County will provide any existing record plans and other information on file for the project.
- Underground utility locations will be limited to available information from the County and utility companies.
- Hydraulic analyses are required for all structures.
- Environmental permitting is required for all structures.
- ROW acquisition will be handled by the County.
- Coordination with property owners will be handled by the County.
- No Preconstruction Notification would be required.
- The County is responsible for bidding, construction contract administration, material testing and construction inspection.
- Estimate 1 alternatives will be evaluated for each culvert.
- Estimate 2 conference calls during the life of this agreement.
- Estimate 1 construction cost estimate plus 1 update will be required.
- Establish survey-grade control and benchmarks based on the New York State Plane coordinate system, NAD 83, east zone with the vertical datum being NAVD 88.
- The survey will conform to National Mapping Standards and be plotted with a scale of 1"=40'.
- Prevailing wage rates are included in this proposal.
- Wetland delineation is not needed for this project.
- Property boundary survey is not needed for this project.

PROJECT TEAM AND SUBCONSULTANTS

Fisher is excited to present the following team that we have selected for your project. Our structural engineers are experts in the evaluation and inspection of existing concrete and steel structures, as well as in determining new structure types and designs based on site-specific considerations. We have extensive experience working for municipalities throughout New York State in which we successfully addressed a variety of challenges from environmental issues and utility relocations to right of way and community involvement. With our experience and knowledgeable staff, we will ensure the success of your project! Below are the key engineers, technicians, and designers we have selected for your project. All staff are available and firmly committed to completing your project. We have several projects that are currently in the final design phase and are being advertised for construction. Therefore, our staff is available to take on new design assignments.

Principal in Charge, Emily Smith, P.E. brings over 19 years of experience overseeing transportation projects that meet current design and reporting standards for the respective clients. She will provide oversight and quality assurance reviews for all submissions for your project. She is known for her client-centered approach to projects and unsurpassed attention to detail. Her diverse experience managing multi-disciplined transportation projects facilitates a thorough review of all aspects of the plans. She has worked on more than 65 locally administered projects with a combined new and rehabilitated construction value exceeding \$600 million.

Project Manager, Younes Drihmi, P.E., will be your day-to-day contact. He has over 13 years of structural engineering experience, including design, analysis, rehabilitation, bridge load rating, inspection, and construction support. Mr. Drihmi's design experience includes the design and analysis of steel Truss bridges, steel multi-girder systems, steel culverts, precast concrete structures, and prestressed concrete beams. Younes has led the design and construction of several bridge rehabilitation projects, including concrete arch structures and multi-girder bridges. He is highly experienced with the NYSDOT bridge design standards. He is also familiar with AASHTO LRFD and LFD bridge design specifications and is knowledgeable in municipal and DOT projects. His strength in preparing contract documents and specifications is a direct result of managing projects during construction and understanding the execution of the specifications.

Lead Sr. Structural Engineer, Joseph Logan, P.E. has over 42 years of experience and brings a wealth of bridge design and rehabilitation knowledge having managed rehabilitation and replacement projects for over 130 culverts and short to medium span bridges. He has managed our bridge inspection teams on biennial bridge and culvert inspection contracts in NYSDOT Regions 2, 3, 4, 5, 6, & 7, and has led our initiative in non-destructive testing and concrete assessments. Joe will lead the evaluation and review of the various culvert features, slope stabilization, channel protection, and channel opening to identify the project solutions that provide the most cost-effective and functional solutions. Joe was the lead engineer for Empeyville Road culvert replacement and Deans Highway Bridge.

Environmental Specialist, Patrick Colern has over 8 years of environmental experience. He's provided a range of environmental services, including hazardous waste studies, environmental site assessments, sampling, and remediation design on projects. He's conducted project screenings, detailed site investigations, and inspection of hazardous waste treatment and removal. He has completed numerous Phase I/II Environmental Site Assessments for public and private clients and Hazardous Materials/Contaminated Materials Screening for NYSDOT. Patrick will address all environmental and permitting needs for your project. He will coordinate environmental investigations early in the design process when issues can be dealt with cost-effectively.

Hydraulic Engineer, Lodovico Innocenti, P.E. is a structural/hydraulic engineer with 22 years of experience in structural bridge design, highway design, hydraulics and hydrology design, as well as bridge inspection. He has served as project manager and engineer for a variety of bridge replacement and rehabilitation projects. He will perform the hydraulic analysis of each project site, utilizing either culvert analysis programs or HEC-RAS bridge hydraulic analysis.

Should ROW mapping be identified for a project site, Fisher Associates has the expertise to prepare maps for use by the County for any necessary acquisitions. We have provided rates for our PLS staff should this service be needed.

SUBCONSULTANT

For survey, we have teamed with local surveyor **Emrich Land Surveying**, 26 Pine Street, Ilion, NY 13357, who will provide site survey and mapping for each project location. Emrich is strategically positioned to provide a cost-effective survey that meets the needs for each site. For Geotechnical services, we are working with **Kenney Geotechnical Engineering Services**, 26 Pine St, Ilion, NY 13357.

REQUIRED FORMS

- Signed **Appendix A** - Non Collusion Certification
- Signed **Appendix B** - Iran Divestment Act Certification
- Signed **Appendix C** - Solid Waste Certification
- Signed **Appendix D** - Statement on Sexual Harassment
- Signed **Appendix G** - Tropical Hardwoods Certification
- Completed **Appendix F** - Fee Proposal
- Billable hourly rate schedule including sub-consultants.

**Appendix A
Non-Collusion Certification**

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

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

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

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

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

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

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for restricting competition.

(b) A Bid shall not be considered for award, nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore. Where (a), (1), (2) and (3) above have not been

complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

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


Submitted By

Fisher Associates PE, LS, LA, DPC

(Legal Name of Person, Firm or Corporation)

Name: Emily M. Smith, PE

Title: VP | Director of Transportation

Signature: 

Date: 8/29/2022

(SIGN AND RETURN WITH PROPOSAL)

Appendix B
Iran Divestment Act - Certification

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site

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

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

The Certification is as follows:

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

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

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

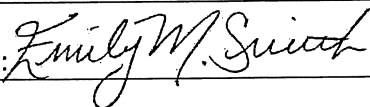
Submitted By

Fisher Associates PE, LS, LA, DPC

(Legal Name of Person, Firm or Corporation)

Name: Emily M. Smith, PE

Title: VP | Director of Transportation

Signature: 

Date: 8/29/2022

(SIGN AND RETURN WITH PROPOSAL)

Appendix C
Recycling and Solid Waste Management Certification Form for Oneida County Contracts

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

REGULATORY COMPLIANCE

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

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

CERTIFICATION STATEMENT

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

Submitted By

Fisher Associates PE, LS, LA, DPC

(Legal Name of Person, Firm or Corporation)

Name: Emily M. Smith, PE

Title: VP | Director of Transportation

Signature: 

Date: 8/29/2022

(SIGN AND RETURN WITH PROPOSAL)

Appendix D
Statement on Sexual Harassment in Accordance with New York State Law

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

Submitted By

Fisher Associates PE, LS, LA, DPC

(Legal Name of Person, Firm or Corporation)

Name: Emily M. Smith, PE

Title: VP | Director of Transportation

Signature: 

Date: 8/29/2022

(SIGN AND RETURN WITH PROPOSAL)

**Appendix F
Proposals Form**

Please be sure to include \$5,000.00 contingency fund, for each project site (as described in section 3.10.6.1). In case of conflict between the prices, the price written in words will control.

We submit the following fee proposal for Engineering Design Services for:

- 1. Replacement of Structure C2A-13 Kellogg Street over Martin Brook, Town of Kirkland.**
Lat. 43.04806 Lon. -75.37083

\$20,800.00	Twenty thousand eight hundred
Total Price Written in Numbers	Total Price Written in Words

- 2. Replacement of Structure C1A-53, Fuller Road over Tributary of Steuben Creek, Town of Steuben.**
Lat. 43.31778 Lon. -75.22028

\$20,800.00	Twenty thousand eight hundred
Total Price Written in Numbers	Total Price Written in Words

- 3. Replacement of Structure C2-43, Town Line Road over Tributary of Mud Creek, Town of Vernon.**
Lat. 43.11417 Lon. -75.52722

\$21,300.00	Twenty one thousand three hundred
Total Price Written in Numbers	Total Price Written in Words

- 4. Replacement of Structure C3-54, Jug Point Road over Black Creek, Town of Verona.**
Lat. 43.16512 Lon. -75.67621

\$41,000.00	Forty one thousand
Total Price Written in Numbers	Total Price Written in Words

- 5. Replacement of Structure C6B-53, Stokes-Westernville Road over Branch Mohawk River, Town of Western.**
Lat. 43.30578 Lon. -75.42581

\$21,300.00	Twenty one thousand three hundred
Total Price Written in Numbers	Total Price Written in Words

By signing below, I hereby certify that I have the authority to offer this Proposal to the County of Oneida for the above listed individual or company, upon the terms contained in the RFP. I certify that I have the authority to bind myself/this company in an Agreement should I be successful in my proposal.

Fisher Associates PE, LS, LA, DPC

Legal Name of Persons, Firm or Corporation



Signature

180 Charlotte Street Rochester, NY 14607

Address

Emily M. Smith, PE VP | Director of Transportation
Name and Title

8/29/2022

Date

BILLABLE HOURLY RATE SCHEDULE

Fisher Associates

<u>Category</u>	<u>Billing Rate</u>
Principal-in-Charge	\$240/hr
Project Manager	\$165/hr
Project Engineer	\$135/hr
Design Engineer	\$126/hr
Senior Designer	\$123/hr

Emrich Land Surveying

<u>Category</u>	<u>Billing Rate</u>
Surveyor/Technician (ST-1)	\$ 46/hr
Surveyor/Technician (ST-2)	\$ 62/hr
Surveyor/Technician (ST-3)	\$ 87/hr
Senior Surveyor/Designer	\$ 95/hr
Professional Land Surveyor	\$120/hr
Survey Field Crews (Prev. Wage)	
1 Person Crew	\$165/hr
2 Person Crew	\$230/hr
3 Person Crew	\$270/hr
Administrative Support Staff	\$26/hr

Contract No. XXXXXX
Change Order No. 1
Effective Date XXXXXX

CHANGE ORDER

This Change Order modifies the Agreement entered into on the X day of XXXXXX, between Oneida County (“COUNTY”) and XXXXXXXXXXXX (“CONTRACTOR”), as follows:

1. **Change in Services:**

TBD

2. **Change in time of Performance** (attach schedule if appropriate):

TBD

3. **Change in CONTRACTOR’s Compensation:**

TBD

All other terms and conditions remain unchanged.

COUNTY

CONTRACTOR

Anthony J. Picente, Jr.
Oneida County Executive

Contractor’s Authorized Representative
Title

Date

Date

Approved

Kathleen A. Arcuri
Assistant County Attorney



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 23-107

March 6, 2023

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente,

C&S Engineers, Inc. has been providing the County with project management services for the radio system upgrade. As we continue to expand our project, it is necessary to do a sixth amendment to their contract, from \$892,544.00 to \$995,544.00 (an increase of \$103,000.00 for this 7th amendment). This amendment will also change the end date of the contract to December 31, 2023. This will allow us to continue work on the buildout of the Annsville and Floyd towers which were delayed in 2021 for a variety of reasons.

Our office has reviewed the contract amendment and finds it to be in conformance with the requirements of the project. If you find this amendment acceptable, I ask that you forward this same to the Board of Legislators for their approval.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Edward T. Stevens
Director of Emergency Services

ETS/EJT

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

Anthony J. Picente, Jr.
County Executive

Date 3-6-23

Oneida Co. Department: Emergency Services

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

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

Title of Activity or Service:

Project Management Services

Proposed Dates of Operation:

Effective Date - December 31, 2023

Client Population/Number to be Served: Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** Contractor will provide project management services for the Emergency Communications Improvement Project. The next phase of this project involves towers in Annsville and Floyd.
- 2) **Program/Service Objectives and Outcomes:** Project management services in support of the upgrade project.
- 3) **Program Design and Staffing:** As described.

Total Funding Requested: \$103,000.00

Account # H588

(Amended Contract brings the total contract cost to \$995,544 with this 7th amendment)

Oneida County Dept. Funding Recommendation: \$103,000.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: C&S has been working with us on this communications system upgrade project since the start. We wish to continue to utilize their knowledge and contact within the communications field.

AMENDMENT #7 TO CONSULTING AGREEMENT

THIS AMENDMENT, made this 1st day of March, 2023 by and between the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York with its principal offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as "COUNTY," and C & S ENGINEERS, INC., a business corporation organized and existing under the laws of the State of New York with its principal offices located at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212, hereinafter referred to as "CONSULTANT."

WHEREAS, the parties hereto entered into an agreement dated February 1, 2016 (COUNTY contract No. 3490), hereinafter referred to as the "Original Agreement," a copy of which is annexed hereto as "Exhibit A;" and

WHEREAS, pursuant to the Original Agreement the CONSULTANT is providing Program/Project Management Services to the COUNTY, hereinafter referred to as the "Services," for its ongoing Emergency Communications System Improvement Project, hereinafter referred to as the "Project;" and

WHEREAS, as a result of an increase in the scope of the Project, the Original Agreement's scope, fee, and time of completion was modified via Amendments #1, #2, #3, #4, #5 and #6; and

WHEREAS, the overall Project scope and duration of the Project is being further expanded by the County after execution of the Original Agreement and Amendments #1, #2, #3, #4, #5 and #6; and

WHEREAS, as a result of the increase in the completion time of the Project and continuing Services provided by CONSULTANT, the CONSULTANT estimates an increase in cost and need for extension of time of the Original Agreement; and

WHEREAS, the CONSULTANT has, to date, performed all Services requested by the COUNTY, and is willing and able to perform the additional Services necessary to meet the needs of the COUNTY in completion of the Project; and

WHEREAS, Article 3.2 of the Original Agreement allows for additional compensation to be paid when changes to the Project scope require the CONSULTANT to perform additional Services; and

WHEREAS, as a result of the increase in the scope and duration of the Project there is a need to extend the term of the Original Agreement;

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

1. Article 3.1 of the Original Agreement shall be stricken in its entirety and replaced with the following:

3.1. COUNTY agrees to pay CONSULTANT an additional lump sum fee of one hundred three thousand for Services identified in Exhibit B-4. The total fee for this Agreement (including Amendments #1, #2, #3, #4, #5 and #6) shall be increased to \$995,544.00. Payments shall be based on Exhibit B-4 on the basis of work completed.

2. Exhibit B-4, "Remaining Engineering Services for 3 Additional LMR Sites," contains the cost proposal for new site development in 2021, a copy of which is annexed hereto. Exhibit B-4 shall be incorporated into the Original Agreement by this reference.

3. Article 10.1 shall be amended such that the date "December 31, 2022" shall be stricken and replaced with "December 31, 2023."

4. All other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties have caused this Amendment to be executed on the date first above.

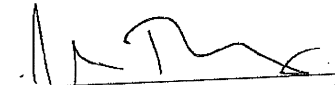
COUNTY OF ONEIDA

By:

Anthony J. Picente, Jr.
County Executive

C&S ENGINEERS, INC.

By:



~~John D. Trimble, P.E.~~
President and CEO

John T. Camp, P.E.
COO

Approved:

Christopher J. Kalil Esq.
Assistant County Attorney

Exhibit A
Original Agreement

CONSULTING AGREEMENT
COUNTY OF ONEIDA

THIS Agreement is made and entered into this 1 day of FEBRUARY, 2016, by and between THE COUNTY OF ONEIDA, a municipal corporation in the State of New York with principal offices at 800 Park Avenue, Utica, NY 13501, hereinafter called "COUNTY," and C & S Engineers, Inc., with principal offices at 499 Col. Eileen Collins Blvd., Syracuse, NY 13212, hereinafter called "CONSULTANT."

WITNESSETH

WHEREAS, COUNTY requires consulting services to assist the COUNTY in providing Program/Project Management Services for an Emergency Communications System Improvement Project; and

WHEREAS, CONSULTANT has submitted a proposal to provide Program/Project Management Services for an Emergency Communications System Improvement Project, and CONSULTANT represents that it has the experience, licenses, qualifications, staff and expertise to perform said services in a professional and competent manner; and

WHEREAS, COUNTY Board of Acquisition and Contract has authorized the contract;

NOW, THEREFORE, It is mutually agreed by COUNTY and CONSULTANT that for the consideration hereinafter set forth, CONSULTANT shall provide said services to COUNTY, as set forth in greater detail herein.

1. ARTICLE 1 - SCOPE OF WORK

- 1.1. CONSULTANT agrees to furnish services set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The services authorized under this Agreement shall also include all reports, manuals, plans, and specifications as set forth in Exhibit A.
- 1.2. CONSULTANT'S work product shall be completed and submitted in accordance with industry standards. Completion dates, if specified herein, may only be modified by mutual written agreement between COUNTY and CONSULTANT. CONSULTANT agrees to diligently perform the services to be provided under this Agreement.
- 1.3. It is understood and agreed that CONSULTANT has the professional skills necessary to perform the work agreed to be performed under this Agreement, that COUNTY relies upon the professional skills of CONSULTANT to do and perform CONSULTANT'S duties.

1.4. CONSULTANT agrees to maintain in confidence and not disclose to any person or entity, without COUNTY'S prior written consent, any confidential information, knowledge or data relating to the products, processes, or operations of COUNTY. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

1.5. The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by CONSULTANT or its subconsultants in connection with these services shall be delivered to and shall become the exclusive property of COUNTY. COUNTY is licensed to utilize these documents for COUNTY applications on other projects or extensions of this project, at its own risk. CONSULTANT and its subconsultants may retain and use copies of such documents, with written approval of COUNTY.

2. ARTICLE 2 - PERFORMANCE OF SERVICES

2.1. CONSULTANT represents that CONSULTANT is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. CONSULTANT shall use CONSULTANT'S best efforts to perform the Services such that the results are satisfactory to the COUNTY. CONSULTANT shall be solely responsible for determining the location, method, details and means of performing the services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.

2.2. CONSULTANT may, at CONSULTANT'S own expense, employ or engage the services of such employees, subcontractors and/or partners as CONSULTANT deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the COUNTY, and the COUNTY shall have no obligation to provide Assistants with any salary or benefits. CONSULTANT 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. CONSULTANT shall expressly advise the Assistants of the terms of this Agreement.

2.3. CONSULTANT acknowledges and agrees that CONSULTANT 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.

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

3. ARTICLE 2 – COMPENSATION

- 3.1. COUNTY agrees to pay CONSULTANT a lump sum fee of \$234,356.00 for services identified in Exhibit A. Payments shall be based on Exhibit B, Proposed Fee, attached hereto and made on a basis of work completed.
- 3.2. In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, CONSULTANT shall promptly notify COUNTY of the identified changes and advise COUNTY of the recommended solution. Work shall not be performed on such changes without prior written authorization of COUNTY. Payments for additional services performed shall be agreed upon in writing prior to commencement of such additional services and payment for such additional services shall be made based on the percentage of work completed and/or on completion of major tasks.

4. ARTICLE 4 - NOTICE TO PROCEED

- 4.1. This Agreement shall become effective upon execution of the final signature. CONSULTANT shall commence work upon receipt of COUNTY'S Notice to Proceed, which shall be in the form of a letter signed by COUNTY'S Project Manager. COUNTY'S Notice to Proceed will authorize the Contracted Services described in Exhibit A with fees described in ARTICLE 3. No work shall commence until the Notice to Proceed is issued.

5. ARTICLE 5 – TERMINATION

- 5.1. This Agreement may be terminated by COUNTY immediately for cause or upon 10 days written notice.
- 5.2. If this Agreement is terminated, CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided however, that COUNTY may condition payment of such compensation upon CONSULTANT'S delivery to COUNTY of any and all documents, photographs, computer software, videotapes, and other materials provided to CONSULTANT or prepared by CONSULTANT for COUNTY in connection with this Agreement. Payment by COUNTY for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination of the Agreement and CONSULTANT shall be entitled to no other compensation or damages and expressly waives same.
- 5.3. This Agreement may be terminated by CONSULTANT upon 10 days written notice to COUNTY only in the event of substantial failure by COUNTY to fulfill its obligations under this Agreement through no fault of the CONSULTANT.

6. ARTICLE 6 - PROJECT MANAGERS

- 6.1. COUNTY designates Fred Lampman as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to CONSULTANT'S performance under this Agreement, and for liaison and coordination between COUNTY and CONSULTANT. In the event COUNTY wishes to make a change in the COUNTY'S representative, COUNTY will notify CONSULTANT of the change in writing.
- 6.2. CONSULTANT designates Robert Duclos, P.E., as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in CONSULTANT designated personnel or subconsultant shall be subject to approval by the COUNTY'S Project Manager.

7. ARTICLE 7 - INDEMNIFICATION AND INSURANCE

- 7.1. 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.
- 7.2. 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 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.
- 7.3. 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.

7.4. Professional Liability Insurance. The CONSULTANT shall maintain a professional liability policy 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.

7.5. CONSULTANT shall maintain Auto Liability insurance in an amount equal to or greater than \$1,000,000.00 for the duration of this contract. 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.

7.6. Workman's Compensation insurance shall be procured by CONSULTANT in accordance with State Law.

7.7. 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 7.3, 7.4, 7.5, and 7.6 above.

8. ARTICLE 8 – NOTICES

8.1. Any notice which COUNTY may desire or is required at any time to give or serve CONSULTANT may be delivered personally, or be sent by United States mail, postage prepaid, addressed to CONSULTANT's Project Manager's attention, or at such other address as shall have been last furnished in writing by CONSULTANT to COUNTY. Any notice which CONSULTANT may desire or is required at any time to give or serve upon COUNTY may be delivered personally at 120 Base Road, Oriskany, New York 13424, or be sent by United States mail, postage prepaid, addressed to Director of Emergency Services, 120 Base Road, Oriskany, New York 13424, or at such other address as shall have been last furnished in writing by COUNTY to CONSULTANT. Such personal delivery or mailing in such manner shall constitute a good, sufficient and lawful notice and service thereof in all such cases.

9. ARTICLE 9 – MISCELLANEOUS

9.1. This Agreement and all exhibits, attachments, appendices and addendums represent the entire understanding of COUNTY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by amendment in writing signed by each party.

- 9.2. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and CONSULTANT shall not assign, transfer or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of COUNTY.
- 9.3. Should any part of this Agreement be declared by a final decision by a court of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
- 9.4. Multiple copies of this Agreement may be executed by the parties and the parties agree that the Agreement on file at the COUNTY is the version of the Agreement that shall take precedence should any differences exist among counterparts of the Agreement.
- 9.5. This Agreement and all matters relating to it shall be governed by the laws of the State of New York with venue for any proceeding commenced to be held in the Supreme Court of the State of New York, County of Oneida.
- 9.6. In compliance with the General Municipal and Finance Laws of New York State, the Consultant agrees to sign a waiver of immunity against criminal prosecution.
- 9.7. If the COUNTY becomes party to any litigation resulting from this project that is not the fault of the CONSULTANT and that requires the CONSULTANT's services, the additional fee to be paid shall be one that is mutually agreed upon between the COUNTY and the CONSULTANT.
- 9.8. Consultant agrees to comply with all applicable provisions of the Labor Laws of New York State and the United States of America.
- 9.9. The COUNTY's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. The COUNTY's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.
- 9.10. There shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this contract. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part thereof. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.

9.11. CONSULTANT affirms that it does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the COUNTY under this Agreement.

9.12. CONSULTANT shall comply with COUNTY's Standard Addendum attached hereto and incorporated herein.

10. ARTICLE 10 - TERM

10.1. Unless terminated pursuant to Article 5 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by COUNTY, or in any event, no later than December 31, 2017. The terms of this Agreement may be amended only in writing signed by both parties.

11. ARTICLE 11 - INDEPENDENT CONTRACTOR STATUS

11.1. It is expressly agreed that the relationship of the CONSULTANT to the COUNTY shall be that of an Independent Contractor. The CONSULTANT shall not be considered an employee of the COUNTY for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Department by reason thereof and that he 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.

11.2. CONSULTANT warrants and represents that either (1) he or she is employed elsewhere either full or part time, and said employment is the main source of CONSULTANT'S income, or (2) that he or she 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. CONSULTANT and COUNTY agree that CONSULTANT is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

11.3. The CONSULTANT shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

11.4. CONSULTANT acknowledges and agrees that neither CONSULTANT, nor its Assistants, shall be eligible for any COUNTY employee benefits, including retirement membership credits.

11.5. CONSULTANT shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to CONSULTANT or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with

respect to CONSULTANT'S self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, 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 of Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). CONSULTANT shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

11.6. The CONSULTANT will indemnify and hold the COUNTY harmless from all loss or liability incurred by the COUNTY as a result of the COUNTY not making such payments or withholdings.

11.7. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the CONSULTANT'S Independent Contractor status, it is agreed that both the COUNTY and the CONSULTANT 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.

11.8. The CONSULTANT agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

12. ARTICLE 12 – EXPENSES

12.1. CONSULTANT is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

13. ARTICLE 13 - TRAINING

13.1. CONSULTANT shall not be required to attend or undergo any training by the COUNTY, other than those trainings mandated by Federal, State or Local Law or Regulations necessary to perform the services described herein. Except for those trainings mandated by Federal, State or Local Law or Regulations necessary to perform the services described herein, CONSULTANT shall be fully responsible for her or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

14. ARTICLE 14 - ADVICE OF COUNSEL

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

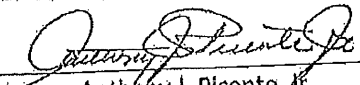
15. ARTICLE 15 - OTHER DOCUMENTS

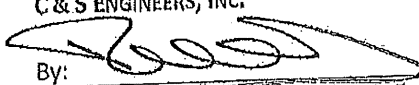
15.1. The documents listed below shall become part of this agreement.

- 15.1.1. Exhibit A, Scope of Services
- 15.1.2. Exhibit B, Proposed Fee
- 15.1.3. Exhibit C, Certification of Consultant
- 15.1.4. Exhibit D, Standard Addendum

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

COUNTY OF ONEIDA

By:  Date: 4/19/16
Anthony J. Picente, Jr.
Oneida County Executive

C & S ENGINEERS, INC.
By:  Date: 2/1/16
Robert Duclos, P.E.
Senior Vice President

APPROVED

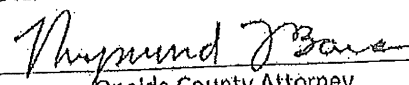
By:  Date: 02/10/16
Oneida County Attorney

Exhibit A
Scope of Services
Oneida County
Emergency Communications System Improvements Project
Program/Project Management Services

1.0 Project Scope

Oneida County (the County) will be undertaking a comprehensive improvement to its emergency communications system to enhance coverage and system performance within the county as well as improving interoperability with neighboring counties and emergency response agencies. The County has received a grant from the New York State Department of Homeland Security to assist with the implementation of the project. The County intends to construct a number of new communications facilities to improve performance of the existing system. A summary of the intended improvements is as follows:

- Construction of a 4 site VHF, digital, simulcast, trunked radio system including new hardware, infrastructure and subscriber units to cover the Cities of Rome and Utica.
- Conversion of 5 existing County radio sites to simulcast operation.
- Construction of a new digital licensed microwave network.
- 911 dispatch center and backup center improvements including new consoles.
- Coordinate with County's frequency licensing consultant to support system improvements.

The Program/Project Manager will report to the County's designated project coordinator and interface directly with the radio system vendors, contractors and other project stakeholders throughout the duration of the project. This section describes the Scope of Services to be provided as part of the Program/Project Manager responsibilities for an estimated duration of up to eighteen (18) months for the planning, design and construction phases of the project.

2.0 Pre-Design/Planning Phase Services

2.1 Project Kick-off Meeting

After receiving notice to proceed from the County, a workshop will be held with County staff and other appropriate personnel to discuss the overall objectives of the project and specific items to be addressed, such as project contacts, responsibilities, scope of work, document distribution, and project schedule. Minutes of the meeting will be prepared by Consultant.

2.2 Review Existing Documentation

Prior to initiating activities, a review of existing documentation such as previous studies/reports, surveys, etc. will be performed to identify pertinent issues related to the project.

2.3 Program Review

Review the overall program for the project, the scope of work to be undertaken by the County, and advise the County on project needs.

2.4 Radio Frequency Licensing

Services to be performed by others.

2.5 Radio System Equipment Procurement

Assist County personnel purchase of radio and microwave system under NYS Contract pricing.

3.0 Design Phase Services

3.1 Design Project Kick-off Meeting

After implementation of a contract between the County and System Suppliers, a workshop will be held with County staff, the System Suppliers and other appropriate personnel to discuss the overall objectives of the project and specific items to be addressed, such as project contacts, responsibilities, scope of work, document distribution, and project schedule. Minutes of the meeting will be prepared by consultant.

3.2 Project Schedule

Develop in cooperation with the County and the System Suppliers a project schedule for design, construction and implementation of the project. Provide regular monitoring of the schedule as the project progresses and identify potential variances between scheduled and actual progress. Review the schedule for work not started, or incomplete, and recommend to the County and the System Suppliers, any adjustments needed in the schedule to meet the probable completion date. Summary reports of each monitoring and change in schedule will be provided.

3.3 Design Review

Coordinate and participate with the County in review of designs during their development, advise on site use and improvements, selection of materials, building systems and equipment and methods of project delivery. Provide recommendations on relative feasibility of construction methods, availability of materials, time requirements for procurement, installation and construction, and factors related to cost including, but not limited to, costs of alternative designs or materials, and review of preliminary budgets.

Coordinate Contract Documents preparation by the System Supplier with the County as they are being prepared, and recommend alternative solutions whenever design details effect construction feasibility, cost or schedules. Advise on the method to be used for

selecting Contractors and awarding Contracts. If separate Contracts are to be awarded, Project Manager, System Suppliers and the County will review the Drawings and Specifications and make recommendations as required to provide that (1) the work of the separate Contractors is coordinated, (2) requirements for the Project have been assigned to the appropriate separate Contract, and (3) proper coordination has been provided for phased construction.

Where the project dictates, investigate and recommend a schedule for the Owner's purchase of material and equipment requiring long lead time for procurement, and coordinate the schedule with early preparation of portions of the Contract Documents by the System Suppliers. When appropriate, expedite and coordinate delivery of these purchases.

3.4 Site Surveys

The Consultant shall retain the services of a licensed land surveyor to provide a FAA 1A coordinate certification for all tower locations where a survey or coordinate certification does not exist already. Where existing site plans or surveys are not available, perform a topographic survey of the existing installations for use in developing site development engineering drawings. Fee is based on providing services described above for 2 sites.

3.5 Geotechnical

For any sites where new towers are required, perform one (1) 60 foot deep soil boring at the proposed tower location and prepare a geotechnical report for the purpose of the tower foundation design. Geotechnical Report shall be stamped by an engineer licensed in the State of New York. Fee is based on providing services described above for 2 sites.

3.6 Site Development Plans and Specifications

For work not directly installed by the system suppliers, prepare engineering plans and specifications for construction and/or modification of the facilities previously listed. This shall include installation of new towers, equipment shelters, and electrical services where required. Plans and specifications shall be stamped by an engineer licensed in the State of New York and be suitable for public bidding.

3.7 Opinion of Probable Cost

Prepare for the County's information an independent opinion of probable Construction Cost which would be developed by using estimating techniques which anticipate the various elements of the project, and based on Design Development and Construction Documents prepared by the System Suppliers. Advise the County and the System Supplier if it appears that the Construction Cost may exceed the project budget and make recommendations for corrective action.

3.8 Advance Procured Materials

Assist County personnel with purchase of towers, equipment shelters and generators under previously existing municipal contracts (contracts to be identified by the County). Review technical specifications and shop drawings for procured materials including towers, equipment shelters and emergency generators as required.

3.9 Tower Structural Analyses

Perform structural analyses for all existing towers sites to determine adequacy of towers to support additional antenna loads. Antenna loading information/mounting locations shall be provided by the radio system vendor. Structural analyses shall be performed in accordance with ANSI EIA/TIA 222-G. Fee is based on providing services described above for 6 sites. Scope and fee does not include tower modification designs.

3.10 Site Acquisition/Leasing

Assist the County with development and negotiation of leases for privately owned tower sites as required.

4.0 Bidding/Procurement Phase Services

- Develop Bidder's Interest in the Project and establish bidding schedules.
- Conduct pre-bid conferences (including tours of the project sites when warranted) to familiarize Bidders with the Bidding Documents.
- Coordinate the receipt of questions from Bidders and with the issuance of Addenda to the Bidding Documents.
- Assist the County in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
- Review all documents for compliance with Wicks Law, prevailing wage criteria and other applicable Federal and/or State procurement requirements.

5.0 Construction Phase Services

The Construction Phase will commence with the award of the initial Contract for Construction and will end when all change order, punch list work and system acceptance work is complete. During this phase, the following services will be provided as required:

- Provide supervisory, administrative, management and related services, as required, to coordinate work of the Contractors with each other as specified in the Contract Documents and with the County's objectives for cost, time and quality.
- Schedule and conduct pre-construction, construction and progress meetings with the Contractor, the System Suppliers and the County to discuss such matters as procedures, progress, cost, changes, problems and scheduling. Prepare and promptly distribute minutes of these meetings.
- Consistent with the Project Construction Schedule issued with the Bidding Documents and utilizing the Contractor's Construction Schedules, the Project Manager will update the Project Construction Schedule incorporating the activities of Contractors, assist the System Supplier and the Owner on the Project, including activity sequences and duration

and allocation of labor and materials, process Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time procurement. The Project Construction Schedule will be updated as required to show current conditions and revisions required by actual progress of construction activity.

- Provide regular monitoring of the schedule as construction progresses and identify potential variances between scheduled and actual progress. Review the schedules for work not started, or incomplete, and recommend to the County and the Contractor (s), any adjustments needed in the schedule to meet the probable completion date. Summary reports of each monitoring and change in schedule will be provided.
- Recommend courses of action to the County when Requirements of a Contract are not being fulfilled, and the nonperforming party will not take satisfactory corrective action.
- Revise and refine the approved estimate of Construction Cost, incorporate approved changes as they occur, develop cash flow reports and forecasts as needed, and assist the County in preparing periodic expenditure status and projection reports.
- Provide regular monitoring of the approved estimate of Construction Cost, showing actual costs for activities in progress and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs, and advise the County whenever projected costs exceed budgets or estimates.
- Where required by the Contract Documents, review cost accounting records prepared by the System Suppliers and/or Contractors on authorized Work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- Recommend and verify necessary or desirable Construction Contract changes, review requests for changes to the cost, and assist in negotiating proposals.
- Develop and implement procedures for the review and processing of Payment Applications by Suppliers/Contractors for progress and final payments. Review and approve all payment applications prior to submission to the County for review and approval.
- As requested, assist the County in obtaining building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various Contractors. Verify that the County has paid applicable fees and assessments. Assist in obtaining approvals from authorities having jurisdiction over the Project and in obtaining the Certificate of Occupancy.
- Consult with the County if any Contractor/Supplier requests interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions which may arise.

- Receive Certificates of Insurance from the Contractors/Suppliers, review for Contract compliance, and forward them to the County.
- Coordinate review of all Shop Drawings, Product Data, Samples and other submittals from the Contractors and System Suppliers. Establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals.
- Provide monitoring, oversight and coordination of construction activities. Fee proposal shall be based on the hours and duration identified in the fee proposal portion of this RFP.
- Maintain on a current basis: a record copy of all Contracts, Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked to record significant changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts or work on the Project.
- Assist in Procurement and facilitate/manage testing services. These testing services will be contracted directly with the County.
- Where authorized by the County, arrange for delivery and storage, protection and security for County-purchased materials where required, and systems and equipment which are a part of the Project, until such items are incorporated into the Project.
- When the Contractor/Supplier requests a Certificate of Substantial Completion, prepare in cooperation with the County, a list of incomplete or unsatisfactory items if any. The Project Manager and the County will conduct an inspection of the facilities with the Contractor/Suppliers. The Project Manager will then coordinate the correction and completion of the remaining work.
- Following the issuance of a Certificate of Substantial Completion for the project or designated portion thereof, evaluate the completion of the work of the Contractor/Suppliers and coordinate the final inspection of the work with the County. Obtain from the Contractor and transmit to the County required guarantees, affidavits, releases, bonds and waivers. Coordinate the delivery of all keys, manuals, record drawings and maintenance stocks to the County.
- Prepare As-Built/Record Drawings of the completed site installation based on contractor provided red line drawings and final inspection.

6.0 Post-Construction Phase Services

Coordinate the activities of the System Supplier and the Contractors to facilitate start-up of the constructed facilities. Activities will include coordination and review of operation and maintenance manuals prepared by the System Supplier and Contractor, review of detailed schedules for start-up of specific equipment, testing requirements, coordinating pre-startup

meetings with County staff, System Supplier and Contractors to facilitate a smooth transition and acceptance of the facility. In addition, Project Manager will define operation and maintenance manual requirements in conjunction with County for the project. The Project Manager will also facilitate training for County staff on new facilities. This will include organizing training programs, coordinating with the System Supplier, Contractor (s), and equipment suppliers to implement training activities and facilitate the training sessions as requested.

7.0 Other Services

- Oversee the organization of all the meetings necessary with all the users of the system to gain their input.
- Oversee the organization of monthly meetings as necessary with the County, Suppliers and Contractors to report on project progress.

8.0 Environmental Compliance Services

8.1 SEQRA/NEPA Compliance

Provide assistance to the County in fulfilling the requirements of SEQRA and NEPA based on the project being classified as a Type 1 Action under SEQR. Services to be performed are listed as follows:

SEQRA

- Identify potential involved agencies.
- Prepare Lead Agency correspondence.
- Prepare Long-Form EAF including required regulatory consultation letters and supporting documentation.
- Assist with preparation of Negative Declaration (assume no positive declaration or EIS).

NEPA

- Prepare FCC NEPA Checklist (2 new sites).
- Conduct tribal consultation as required by NEPA (2 new sites).
- Perform cultural/archeological assessments as required for NEPA completion (2 new sites).

Exhibit B
Proposed Fee
Program/Project Management & Engineering Services
Oneida County Emergency Communications Project



1. General Program/Project Management (18 months estimated duration)			
Program Manager	5 hrs/week @	\$175.00/hr x 72 weeks	\$63,000
Administrative Assistant	2 hrs/week @	\$75.00/hr x 72 weeks	\$10,800
Subtotal			\$73,800
2. Preliminary & Final Design			
A. Design Validation			\$7,500
B. FCC Licensing Support			\$0
C. Tower Structural Analyses (6)			\$13,200
D. Radio and Microwave System RFP Review			\$2,000
E. Towers, Shelters & Generator Bid Documents Review			\$2,000
F. Geotechnical Borings (1) & Reports (2 new sites assumed)			\$6,000
G. Cultural/Archaeological Study (2 new sites assumed)			\$6,000
H. Property Surveys (2 new sites assumed)			\$8,000
I. Engineering Plans and Specifications (4 new sites: 2 towers, 2 building)			\$50,000
J. SEQRA			\$10,000
K. NEPA Checklist (4 sites)			\$8,000
Subtotal			\$112,700
3. Procurement Phase			\$15,000
4. System Installation and Construction Management			
Submittals Review			\$15,000
Periodic On-Site Inspections	6 hrs/week @	\$93.00/hr x 32 weeks	\$17,856
Subtotal			\$32,856
Total Basic Services per RFP			\$234,356

Optional Services-Other (if required)		
Tower Climbing & Inventory (per site)		\$1,700
Tower Modification Design (per site)		\$2,500

Hourly Billing Rate Schedule

Title/Position	Personnel	Typ. Quals	Billing Rate (\$/hr.)
Program/Project Manager	R. Duclos	20+ yrs	\$ 175.00
Managing Engineer/Deputy Project Manager	E. Wright	20+ yrs	\$ 150.00
Senior Project Engineer	D. Bunger	15+ yrs	\$ 125.00
Project Engineer/Architect	S. Burdick	10+ yrs	\$ 110.00
Engineer/Architect	Various staff	5-10+ yrs	\$ 95.00
Construction Inspector	Various staff	5-10+ yrs	\$ 85.00
Cadd Designer	Various staff	5-10+ yrs	\$ 75.00
Administrative Assistant	Various staff	Varies	\$ 70.00

EXHIBIT C

CERTIFICATION OF CONSULTANT

I hereby certify that I am the duly authorized representative of the firm of C&S Engineers, Inc., a company organized under the laws of the State of New York, having their principal office for the transaction of business at 499 Col. Eileen Collins Blvd., Syracuse, NY 13212, 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, or
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person other than those named herein 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 contract shall be rendered null and void if subsequent to the date of this contract it is determined that a violation of such acts or regulations has occurred, and

I further acknowledge that this certificate is to be furnished to all agencies named in this contract and is subject to applicable State and Federal Laws, both criminal and civil.

Company: C & S Engineers, Inc.

By: 

Name: Robert Duclos, P.E.

Title: Senior Vice President

Date: 2/11/16

Attest: Susan Giordano

SUSAN GIORDANO
Notary Public in the State of New York
Qualified in Onondaga Co. No. 4717890
My Commission Expires 11/31/19

Exhibit D

STANDARD ADDENDUM

THIS ADDENDUM, entered into on this 1 day of ~~February~~ 2016, between the County of Oneida, hereinafter known as COUNTY, and C & S Engineers, Inc., 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 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 (HIPAA). When applicable to the services provided pursuant to the Contract:

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

- 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
- 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
- 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

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

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

- a. 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.

- a. 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.

- a. 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.

- a. 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.

- a. 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.

- a. 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.

- a. 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.

- a. 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.

- a. 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.

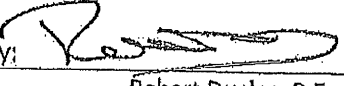
IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

COUNTY OF ONEIDA

By: 
Anthony J. Picente Jr.
Oneida County Executive

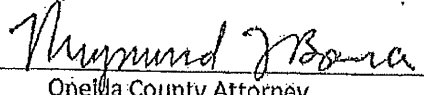
Date: 4/19/16

CONTRACTOR

By: 
Robert Duclos, P.E.
Senior Vice President

Date: 2/1/16

APPROVED

By: 
Raymond J. Bara
Oneida County Attorney

Date: 02/10/16

ADDENDUM A - STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

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

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

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

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

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

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

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

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

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

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

- c. For the purposes of this provision, "on Oneida County property" shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida;
and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.



ONEIDA COUNTY
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

March 2, 2023

FN 20 23108

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

PUBLIC SAFETY
WAYS & MEANS

Dear County Executive Picente,

The Oneida County Department of Emergency Services requests to enter into a contract with Pictometry International Corp. for aerial imagery of Oneida County. The County has been utilizing Pictometry for many years to further the County's emergency planning and response. Pictometry is also used by the Oneida County Planning Department and other local governments. This contract will enable Pictometry International to complete two fly overs in the next six years. This would also allow for much needed updated imagery and information. Total cost for the project would be \$466,542.80 which would be paid annually for six years at \$77,757.13.

If you agree with this contract, I respectfully request that you forward this contract to the Board of Legislators for their approval.

If I can be of further assistance please feel free to contact me.

Sincerely,

Edward T. 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 3-3-23

Oneida Co. Department: Emergency Services

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Pictometry International Corp
100 Town Centre Drive Suite A
Rochester NY 14623

Title of Activity or Service: Flyover Imagery of Oneida County

Proposed Dates of Operation: Start on Execution

Client Population/Number to be Served: Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** This six-year agreement will provide imagery of all of Oneida County. This will include two separate flyovers three years apart.
- 2) **Program/Service Objectives and Outcomes:** The primary objective is to provide imagery of Oneida County for all police, fire, and local government use.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$466,542.80

Account # 3020.492

Oneida County Dept. Funding Recommendation: \$466,542.80

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This contract will provide imagery for public safety and all government levels throughout Oneida County

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP.
AND ONEIDA COUNTY, NY**

This Agreement is by and between Pictometry International Corp., a Delaware corporation, with its principal place of business at 25 Methodist Hill Drive, Rochester, NY, 14623, d/b/a EagleView, (“EagleView”) and the County of Oneida, a political subdivision of the State of New York (“Customer”) for the purchase of the Content and Services set forth in Section A: Product Description, Prices and Payment Terms below. The provision of all such Content and Services is subject to the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- General Terms
- Product Specific Terms
 - Delivered Content
 - Online Services
 - Web Visualization
 - Software License

Section C: Oneida County Standard Conditions of Contract

Appendix 1: Photogrammetric Product Specifications


Map(s)

(all of which, collectively, constitute this “Agreement”). In consideration of, and subject to, payment by Customer of the Fees specified in Section A of the Agreement, and subject to the terms and conditions set forth in the Agreement, EagleView agrees to provide Customer with access to and use of the Content and Services specified in Section A of the Agreement in accordance with the terms and conditions of the Agreement. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

In the event of any conflict among any contract components comprising the Agreement, the order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Section C: Oneida County Standard Conditions of Contract; Appendix 1: Photogrammetric Product Specifications; Section A: Product Descriptions, Prices and Payment Terms; Section B.II: License Terms (Product Specific Terms); and Section B.I: License Terms (General Terms).

The Agreement is hereby accepted and agreed to by the undersigned parties and shall become effective upon the last date of execution by the Customer and EagleView (the “Effective Date”).

PARTIES:

CUSTOMER	EAGLEVIEW
ONEIDA COUNTY, NY	PICTOMETRY INTERNATIONAL CORP.
	a Delaware corporation
SIGNATURE:	SIGNATURE:  Robert Locke (Feb 28, 2023 16:01 EST)
NAME:	NAME: Robert Locke
TITLE:	TITLE: President
EXECUTION DATE:	EXECUTION DATE: Feb 28, 2023

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp. dba Eagleview
 25 Methodist Hill Drive
 Rochester, NY 14623

ORDER #
LC-10000820

BILL TO
Oneida County, NY
Edward Pavlot
120 Base Road
Oriskany, New York 13424
(315) 765-2520
ejpavlot@ocgov.net

SHIP TO
Oneida County, NY
Edward Pavlot
120 Base Road
Oriskany, New York 13424
(315) 765-2520
ejpavlot@ocgov.net

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A1205718	John Gannon	Triennial

PROJECT 1					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE %	AMOUNT¹
3	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. <i>Product Parameters:</i> Admin User: Edward Pavlot Admin User Email: ejpavlot@ocgov.net	\$ 3,300.00	25%	\$ 7,425.00
1212	Reveal Essentials+ Neighborhood	Provides ortho and oblique imagery at a Neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. <i>Product Parameters:</i> Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	\$ 160.00	13%	\$ 168,710.40
1	Pictometry for ArcGIS Desktop - Active X Extension - Government (Seat)	Pictometry for ArcGIS Desktop. Active X extension compatible with ArcMap versions 9.3xx and 10.	\$ 0.00		\$ 0.00
157	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. <i>Product Parameters:</i> Elevation Data Source: Public Avail - NED/USGS/GeoBase	\$ 400.00	13%	\$ 54,636.00

		Leaf: Leaf Off: Less than 30% leaf cover			
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Term commences on date of initial shipment of imagery for a project. The quantity represents the number of years in the DRP term.	\$ 0.00		\$ 0.00
1	Oblique Imagery Bundle w/Three (3)Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$ 0.00		\$ 0.00
1369	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred <i>Product Parameters:</i> Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	\$ 0.00		\$ 0.00
10	Reveal 3D Textured Mesh	3D Textured Mesh is an Imagery-derived realistic and high-resolution photo-textured 3D model in the form of a Triangulated Irregular Network created through automated aerial triangulation process. Final data set may contain some anomalies and is provided as is. <i>Product Parameters:</i> Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	\$ 250.00		\$ 2,500.00
SUBTOTAL					\$233,271.40

PROJECT 2					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE %	AMOUNT ¹
157	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. <i>Product Parameters:</i> Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	\$ 400.00	13%	\$ 54,636.00

1	Pictometry for ArcGIS Desktop - Active X Extension - Government (Seat)	Pictometry for ArcGIS Desktop. Active X extension compatible with ArcMap versions 9.3xx and 10.	\$ 0.00		\$ 0.00
1369	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred <i>Product Parameters:</i> Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	\$ 0.00		\$ 0.00
10	Reveal 3D Textured Mesh	3D Textured Mesh is an Imagery-derived realistic and high-resolution photo-textured 3D model in the form of a Triangulated Irregular Network created through automated aerial triangulation process. Final data set may contain some anomalies and is provided as is. <i>Product Parameters:</i> Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	\$ 250.00		\$ 2,500.00
1212	Reveal Essentials+ Neighborhood	Provides ortho and oblique imagery at a Neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. <i>Product Parameters:</i> Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	\$ 160.00	13%	\$ 168,710.40
3	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. <i>Product Parameters:</i> Admin User: Edward Pavlot Admin User Email: ejpavlot@ocgov.net	\$ 3,300.00	25%	\$ 7,425.00

1	Oblique Imagery Bundle w/Three (3)Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$ 0.00		\$ 0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Term commences on date of initial shipment of imagery for a project. The quantity represents the number of years in the DRP term.	\$ 0.00		\$ 0.00
SUBTOTAL					\$233,271.40

Thank you for choosing EagleView as your service provider.	TOTAL	\$ 466,542.80
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¹Amount per product = ((1-Discount %) * Qty * List Price)

Geofences:

NY Oneida (Primary)

Geofences Products Affected:

Pictometry Connect - CA - 100
Pictometry Connect - CA - 100

FEES; PAYMENT TERMS

Customer hereby agrees to pay the Fees specified in this Section A of the Agreement in accordance with the following payment terms. All amounts due to EagleView pursuant to the Agreement (the "Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to EagleView without reducing any amount owed to EagleView unless documents satisfactory to EagleView evidencing exemption from such taxes is provided to EagleView prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay EagleView all costs EagleView incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

First Project

Year1	
Deposit/Due At Signing	\$0.0
Due at Delivery/Activation	\$77,757.13
Year2	
Due at Anniversary of Delivery/Activation	\$77,757.13
Year3	
Due at Anniversary of Delivery/Activation	\$77,757.13

Second Project

Year1	
Due at Delivery/Activation	\$77,757.13
Year2	
Due at Anniversary of Delivery/Activation	\$77,757.13
Year3	
Due at Anniversary of Delivery/Activation	\$77,757.13

SECTION B

LICENSE TERMS

I. GENERAL TERMS

These General Terms (the “General Terms”) set forth the terms and conditions that govern Customer’s access to and use of all Content and Services (each as hereinafter defined) provided by EagleView (unless otherwise expressly provided to the contrary herein). As used in these General Terms, the terms “you” and “your” in uppercase or lowercase shall mean the Customer that entered into the Agreement into which these General Terms are incorporated.

1. DEFINITIONS

- a. “Authorized Subdivision” means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to any Content pursuant to the Agreement.
- b. “Authorized System” means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- c. “Authorized Users” means Delivered Content Authorized Users and Eligible Users.
- d. “Content” means, collectively, the Delivered Content, the Licensed Content and the WVO Licensed Content.
- e. “Covered Party” means (a) EagleView, and its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of EagleView or any of its affiliates; and (b) each third party supplier of any Content or Services, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Content or Services, or of any third party alliance entity and their affiliates.
- f. “Delivered Content” means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of EagleView pursuant to the Agreement (whether via hardware or online (but excluding via the Online Services)), in connection with the EagleView products specified in Section A: Product Description, Prices and Payment Terms.
- g. “Delivered Content Authorized User” means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- h. “Documentation” means any written materials that accompany the EagleView Software.
- i. “Eligible Users” means you, your employees, and temporary or contract employees dedicated to performing work exclusively for you.
- j. “Licensed Content” means images available via the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images.
- k. “Online Services” means the Pictometry Connect online services made available to you by or on behalf of EagleView pursuant to the Agreement, as specified in Section A: Product Description, Prices and Payment Terms.
- l. “EagleView Credential” means the unique login/password assigned to each Eligible User for purposes of accessing any of the Services.
- m. “EagleView Software” means the software that EagleView makes available to you to install (whether via download or otherwise) and view the Delivered Content.
- n. “Project” means a project as specified in Section A: Product Description, Prices and Payment Terms.
- o. “Project Participant” means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to EagleView prior to being granted access to Delivered Content and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access.
- p. “Services” means, collectively, any services set forth in Section A: Product Description, Prices and Payment Terms, the Online Services, the WVO Services and the EagleView Software (and accompanying Documentation) and any other services provided by EagleView and agreed upon between the parties from time to time.
- q. “WVO Licensed Content” means the images available in the WVO Services, and all associated metadata and data layers included in, provided with, or derived from those images.
- r. “WVO Services” means the EagleView web visualization offerings made available to you by or on behalf of EagleView pursuant to the Agreement, as specified in Section A: Product Description, Prices and Payment Terms.

2. RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- a. Usage Rights. Your rights with respect to your (and to the extent applicable your Authorized Users') access to and use of the applicable Content and Services is set forth in Section B.II: License Terms (Product Specific Terms).
 - b. Restrictions. You agree to the following restrictions in connection with your access to and use of the Content and Services:
 - i. You may not copy, distribute or make derivative works based upon the Content or Services in any medium, except to the extent expressly permitted in the Agreement or required by law or Court order. Without limiting the foregoing, except to the extent expressly permitted in the Agreement, you may not copy or retain copies of the Content, or any portions thereof, on any computer or storage device or media including for the purpose of creating or maintaining one or more databases of that Content for use in substitution for subsequent access to the Content, nor will you authorize or permit any user of the Services to do so.
 - ii. You may not distribute or otherwise make available any Content to Google or its affiliates, either directly or indirectly, unless required by law or Court order.
 - iii. Except to the extent expressly permitted in the Agreement, you may not exploit the goodwill of EagleView, including its trademarks, service marks, or logos, without the express written consent of EagleView.
 - iv. You may not remove, omit, alter or obscure copyright or other notices or legends (including confidentiality markings) contained on or included in the Content or Services and you will reproduce all such information on all copies made hereunder. You will keep the Content and EagleView Software free of all claims, liens and encumbrances.
 - v. You may not offer any part of the Content or Services for commercial resale or commercial redistribution in any medium.
 - vi. You may not, and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Services. Any attempt to do so is a violation of the rights of EagleView and its licensors.
 - vii. To the extent any of the Content or Services are provided to you online, you may not access such Content or Services (or both) via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by EagleView in writing, use of such Content and Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
 - viii. Except to the extent expressly permitted in the Agreement or required by law or Court order, you may not make the Content or Services available to any other party.
 - ix. To the extent EagleView Credentials are assigned to you or any of your Eligible Users in connection with the Agreement, such EagleView Credentials shall only be used by the person or entity to whom they were originally assigned and may not be shared with, or used by, any other person, including other Eligible Users. You will use reasonable commercial efforts to prevent unauthorized use of the EagleView Credentials assigned to you or any of your Eligible Users and will promptly deactivate any EagleView Credentials you suspect are lost, stolen, compromised, or misused.
 - c. Reservation. All right, title, and interest (including all patents, copyrights, trademarks, trade secrets, and other intellectual property rights) in the Content and the Services, and any written materials that accompany the Services, in any media or form, are and will remain in EagleView or its third party suppliers (as applicable). Neither you nor any users of the Content or the Services acquire any proprietary interest in the Content, the Services, or any copies thereof, except the limited use rights expressly granted under the Agreement. EagleView reserves all rights not expressly granted to you in the Agreement. You will not assert any right, title or interest in any of the Content or Services provided to you under the Agreement, except for the express license granted to you under the Agreement.
 - d. Updates. Except to the extent expressly provided to the contrary in the Agreement, the Content, the Services, and the features and functionality within the Services may be enhanced, added to, withdrawn, or otherwise changed by EagleView without notice.
3. CONFIDENTIALITY. The Content, EagleView Software and Documentation consist of commercially valuable, proprietary products owned by EagleView, the design and development of which reflect an investment of considerable time, effort, and money. The parties agree that the Content, EagleView Software, Documentation, and the terms and conditions of the Agreement ("Confidential Information") are (and are treated by EagleView as) confidential and contain valuable trade secrets and confidential commercial information (including financial information) of EagleView. You agree that, unless required by law or Court order, you will not disclose, provide a copy of, or disseminate the Confidential Information (other than as expressly permitted in Section B.II: License Terms (Product Specific Terms) of the Agreement) or any part thereof to any person in any manner or for any purpose inconsistent with the licenses granted to you pursuant to the Agreement. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Confidential Information, protect the Confidential Information against unauthorized use, disclosure, copying, and dissemination, and that access to the Confidential Information and each part thereof

will be strictly limited. You agree that you will use the Confidential Information solely as expressly permitted in Section B.II: License Terms (Product Specific Terms) of the Agreement and for no other purpose. To the extent you are required to disclose the Confidential Information (or any part thereof) pursuant to applicable law, you will (i) notify EagleView reasonably in advance of such requirement prior to disclosure, (ii) use all reasonable efforts to limit such disclosure, including asserting and applying, as appropriate, the exemption in 5 USC 552(b)(4) (or any analogous state or local laws or regulations) with respect to such information, (iii) only disclose such information to the extent required to comply with applicable law, and (iv) subject to applicable law, permit EagleView to challenge or limit such disclosure prior to the disclosure thereof.

4. TERM; SUSPENSION; TERMINATION; EFFECT OF TERMINATION

- a. Term. The term of the Agreement will commence on the Effective Date and will terminate following delivery of the various Projects (including any Services) set forth in Section A (Product Description, Prices and Payment Terms).
- b. Suspension. In the event of a breach of the Agreement by you, any Authorized User or someone using your EagleView Credential, or end-users who are permitted to use the WVO Services and WVO Licensed Content pursuant to the Agreement, EagleView may temporarily suspend or discontinue providing access to the applicable Services or Content (or both) to you and/or any or all Authorized Users or end-users (or both) without notice and EagleView may pursue any other legal remedies available to it.
- c. Termination. EagleView may terminate the Agreement immediately in the event you: (a) do not pay in full the Fees or do not pay the Fees in accordance with the terms of the Agreement, or (b) fail to comply with any other term of the Agreement. The Customer may also terminate the Agreement in the event EagleView fails to comply with any term of the Agreement.
- d. Effect of Termination. Upon termination of the Agreement, except to the extent expressly set forth in the Agreement, you shall immediately cease all use of the applicable Content and Services, promptly purge all copies of the applicable Content, EagleView Software and Documentation from all workstations and servers on which any of it may be stored or available at the time, and return any hard drive/media containing the applicable Content, EagleView Software or Documentation (or any combination thereof) to EagleView. The provisions of the Agreement that by their nature would survive its termination will survive indefinitely.

5. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES; WAIVER

- a. Limited Warranties. EagleView represents and warrants to Customer:
 - i. That the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture; and
 - ii. That it has the right and authority to make the applicable Services and the applicable Content available to you, and to the extent applicable, your Authorized Users, as authorized expressly by the Agreement.

As your sole and exclusive remedy for any breach of Section 5(a)(i) with respect to the Delivered Content, EagleView shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- b. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5(A) OF THE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND "WITH ALL FAULTS" AND EAGLEVIEW, AND EACH THIRD PARTY SUPPLIER OF THE CONTENT OR SERVICES, EXPRESSLY DISCLAIM ALL OTHER WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY), INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE CONTENT OR SERVICES WILL BE CORRECTED. Without limiting the foregoing, the Services and the Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences. The Services and the Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services. All measurements and reports generated by the Services or from the Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes. Contour information obtained from the Services or contained in the Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses. While the Services and the Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and EagleView, and its third party suppliers of the Content or Services, hereby disclaim all liability for damages, claims and expenses arising from such use. Your reliance on the Services and the Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose. EagleView and each third party supplier of any portion of the Content or Services assume no responsibility for any consequences resulting from the use of the Services or the Content. EagleView, and each third party supplier of any portion of Content or Services, hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Services and the Content.

- c. Waiver of Rights. By accepting these General Terms or by using any of the Services or the Content, you waive any and all rights you may have against a Covered Party, each third party supplier of any portion of the Content or Services, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Services or the Content.

6. LIMITATION OF LIABILITY

- a. Limitation of Liability. No Covered Party shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from, as applicable, (a) any errors in or omissions from the Services or the Content, (b) the unavailability or interruption of the Services or any features thereof or of the Content, (c) your or any other party's use of the Services or the Content, (d) the loss or corruption of any data or equipment in connection with the Services or the Content, (e) the content, accuracy, or completeness of the Content, all regardless of any assistance received in the use of the Services from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Services.
- b. Consequential Loss Exclusion. To the fullest extent permissible by applicable law, neither you nor the Covered Parties will be liable under any cause of action of any kind arising out of or related to the Agreement (including under theories involving tort, contract, negligence, strict liability or breach of warranty) for any special, indirect, incidental, or consequential damages of any kind whatsoever (including, without limitation, lost profits and attorneys' fees) even if a party has been advised of the possibility of such damages. The foregoing limitation of liability shall not apply to your (and your Authorized Users' or end-users (or both)) infringement of any intellectual property rights or misappropriation of proprietary data (including Content) or confidential information belonging to EagleView or any of its third party suppliers.
- c. Liability Cap. To the fullest extent permissible by applicable law, under no circumstances will the aggregate liability of the Covered Parties in connection with any claim arising out of or relating to the Services or the Content or the Agreement exceed the lesser of (i) your actual direct damages, or (ii) the amount you paid for the impacted Services or Content in the twelve (12) month period immediately preceding the date the claim arose.
- d. Defend and Hold Harmless. If there is a breach of the warranties in Section 5(a) above, then EagleView, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to your use or, to the extent applicable, your Authorized Users' use, of the Services or the Content, excluding any Services or Content supplied by a third party, asserted against you by any third party provided: (i) all use of the applicable Services and the applicable Content was in accordance with the Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the applicable Services or the applicable Content with or into other products, applications, images or data not approved by EagleView in writing; (iii) you give EagleView prompt notice of such claim; and (iv) you give EagleView the right to control and direct the investigation, defense and settlement of such claim. You, at EagleView's expense, shall reasonably cooperate with EagleView in connection with the foregoing.
- e. Right to Mitigate. In addition to Section 6(d), if any of the Services, the operation thereof or any of the Content become, or in the opinion of EagleView are likely to become, the subject of a claim of infringement, EagleView may, at its option and expense, either: (i) procure for you the right to continue using the applicable Services or the applicable Content, (ii) replace or modify the applicable Services or the applicable Content so that they become non-infringing; or (iii) terminate the Agreement (including the applicable licenses granted to you) on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid Fees.
- f. Sole / Exclusive Remedy. Your right to monetary damages in the amount of the liability cap, as specified in Section 6(c) above, shall be in lieu of all other remedies which you may have against any Covered Party. The provisions of Sections 6(d) and (e) of the Agreement shall constitute your sole and exclusive remedy for the respective matters specified therein.
- g. Notification of Claims. You shall (a) notify EagleView in writing of any claims or proceedings involving any of the Content and/or the Services within ten (10) business days after you learn of the claim or proceeding, and (b) report promptly to EagleView all claimed or suspected defects in the Content and/or the Services.

7. MISCELLANEOUS

- a. Restricted Rights. The Content and Services acquired with United States Government funds or intended for use within or for any United States federal agency are provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- b. Trade Restrictions. The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Content or Services in violation of the Export Administration Regulations of the U.S. Department of Commerce.
- c. Patriot Act. You are aware and understand that any user data collected or stored by the Online Services or the WVO Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold EagleView harmless from, all claims against EagleView with respect to such access.

- d. Non-Compete. You may not use the Services or the Content (or both) to compete with any businesses of EagleView.
- e. FCR. You may not use information included in the Services or the Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- f. Amendments / Modifications. Any modifications, amendments or supplements to the Agreement must be made in writing and be signed by duly authorized officers of each party. Furthermore, the Agreement may not be modified, amended or supplemented by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- g. Payment on Breach. In the event of a breach of a party's obligations under the Agreement, including, but not limited to, breach of payment obligations, the breaching party agrees to pay all of the non-breaching party's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- h. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date deposited in the mail, if mailed; or on the date received, if delivered in any other manner. Legal notices to EagleView should be sent to EagleView, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623. Legal notices to the Customer should be sent to Oneida County Emergency Services Department, 120 Base Road, Oriskany, NY, 13424, with a copy to Oneida County Law Department, 800 Park Avenue, Utica, NY, 13501.
- i. No Waiver. No waiver of a breach of any term of the Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of the Agreement. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right.
- j. Assignment. Neither you nor any Authorized User may assign or otherwise transfer your rights or delegate your duties under the Agreement without the prior written consent of EagleView. Any attempt by you or any Authorized User to assign, transfer or delegate your rights or obligations under the Agreement without EagleView's consent shall be void, and shall also void the limited license granted to you by the Agreement. In accordance with Section 109 of the General Municipal Law, this Agreement may not be assigned by EagleView or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the Customer's prior written consent, and any attempts to do so are null and void. EagleView may, however, assign its right to receive payments without the Customer's prior written consent, unless this Agreement concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law. The Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- k. Governing Law. The Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. In the event that any legal proceedings are commenced with respect to any matter arising under the Agreement, the parties specifically consent and agree that the courts of the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Supreme Court, Oneida County, New York.
- l. Force Majeure. Except with respect to Customer's payment obligations for Content or Services (or both) provided, each party will be excused from performance under the Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.
- m. Severability. The Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of the Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of the Agreement.
- n. Insurance. Eagle View 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 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 \$2,000,000 Annual Aggregate.
 - a) CGL coverage shall be written on ISO Occurrence form CG 00 01 04 13 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) Customer and all other parties required of the Customer, shall be included as additional insureds on the CGL, using ISO forms CG 2010 0413 and CG 2037 0413 or an equivalent coverage to the additional insureds. If a Blanket Additional Insured form is provided, it must be a combination of ISO form CG 2038 0413 and CG 2037 0413 or an equivalent coverage to the 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. Coverage for these additional insured's shall include completed operations.

- 2) **Aircraft Liability Insurance** with the following minimum limits:
\$1,000,000 – Combined Single Limit

Customer is an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier."

- 3) **Commercial Umbrella**
 - a) Umbrella limits must be at least \$5,000,000.
 - b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 - c) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Aircraft Liability and Employers Liability coverages maintained by Eagle View.

- 4) **Workers Compensation and Employers Liability**
 - a) Statutory New York limits apply.

- 5) **Professional Liability Insurance** with a limit of \$1,000,000 per claim and \$2,000,000 aggregate.
If Eagle View fails to procure insurance for the Customer as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by the Customer, and their respective insurers, which would have otherwise been paid by Eagle View's required insurance.

***Waiver of Subrogation**

Eagle View waives all rights against the Customer and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, aircraft liability or workers compensation and employers' liability insurance maintained per requirements stated above.

***Certificates of Insurance:**

Prior to the start of any work the contractor shall provide a certificate of insurance to the Customer. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement(s) that are part of Eagle View's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Customer.

- o. Entire Agreement. The Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.
- p. Construction. The headings in the Agreement are for convenience only. They do not constitute a portion of the Agreement and will not be used in any construction of it. The terms "include" and "including" are not limiting.

II. PRODUCT SPECIFIC TERMS

A. DELIVERED CONTENT. These terms apply to Delivered Content only. If you receive, access or use Delivered Content under the Agreement, the following terms apply to you.

1. Grant of Rights. Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - a. install the Delivered Content on Authorized Systems;
 - b. permit access and use of the Delivered Content through Authorized Systems by:
 - i. Delivered Content Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - ii. Project Participants under the supervision of Delivered Content Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - iii. individual members of the public (each a "Permitted Public Member"), but only through Delivered Content Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
2. Delivered Content Authorized User, Authorized Subdivision and Permitted Public Compliance. You shall at all times be responsible for compliance by each Delivered Content Authorized User, Authorized Subdivision and Permitted Public Member with the terms and conditions of the Agreement including these Delivered Content terms and conditions.
3. Project Participants. Each notice to EagleView identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. EagleView retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Agreement including these Delivered Content terms and conditions.
4. Geographic Data. If available, you agree to provide to EagleView geographic data in industry standard format (e.g., shape, DBF) including digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by EagleView as part of its products and services, provided that at no time shall EagleView claim ownership of that data.
5. STANDARD ORTHO MOSAIC PRODUCTS.

EagleView standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual EagleView ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While EagleView works to minimize such artifacts, without limitation to anything set forth in the Agreement, the EagleView standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

 - i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
 - ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
 - iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
 - iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
 - v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
 - vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
 - vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
 - viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other EagleView products may be available that are less prone to such artifacts than the EagleView standard ortho mosaic products.

6. RapidAccess—Disaster Response Program (“DRP”)

- A. Disaster Coverage Imagery – If Section A: Product Description, Prices and Payment Terms provides EagleView will provide DRP, then EagleView will, upon request of Customer, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- Hurricane: areas affected by hurricanes of Category 2 and higher.
 - Tornado: areas affected by tornados rated EF4 and higher.
 - Terrorist: areas affected by damage from terrorist attack.
 - Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
 - Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.
- B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.
- C. Online Services – Use of Pictometry ConnectExplorer™ – EagleView’s DRP includes the use of Connect Explorer for a term of ninety (90) days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

7. Use of EagleView’s Marks. You agree not to attach any additional trademarks, trade names, logos or designations, whether registered or not (“Marks”) to any Delivered Content or to any copies of any Delivered Content without prior written approval from EagleView. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the EagleView marks. You further agree that you will not use any EagleView trademark, trade name, logo, or designation in connection with any product or service other than the applicable Delivered Content. EagleView grants you a nonexclusive, non-sublicensable, non-transferable right to use EagleView’s Marks to display such Marks to the extent they appear on the Delivered Content and for no other purpose and your right is coterminous with the license granted to you pursuant to the Agreement. You will only use EagleView’s Marks as advised by EagleView from time to time and any and all goodwill accruing from your use of such Marks will inure to the benefit of EagleView.
8. License Term. The license granted to you pursuant to these Delivered Content terms and conditions is perpetual, subject to EagleView’s right to terminate the license in the event you do not pay in full the Fees, unless the Agreement is terminated for any reason other than a breach of the Agreement by EagleView, or as otherwise provided in the Agreement.

B. ONLINE SERVICES. These terms apply to the Online Services and Licensed Content only. If you access or use the Online Services or Licensed Content under the Agreement, the following terms apply to you.

1. Grant of Rights. You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions otherwise set forth in the Agreement, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
2. Access. Only Eligible Users are eligible to access and use the Online Services and the Licensed Content pursuant to the Agreement. Each Eligible User shall be assigned a EagleView Credential for the purposes of accessing the Online Services. You will promptly deactivate an Eligible User’s EagleView Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User’s access to the Online Services. You are responsible for all use of the Online Services accessed with EagleView Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others.
3. License Term. Unless otherwise set forth in Section A (Product Description, Prices and Payment Terms), the license granted to you pursuant to these Online Services terms and conditions will continue for the duration of the term of the Agreement, unless terminated earlier by EagleView in accordance with the terms of the Agreement.

C. WEB VISUALIZATION. These terms apply to the WVO Services and WVO Licensed Content only. If you access or use the WVO Services or WVO Licensed Content under the Agreement, the following terms apply to you.

1. Grant of Rights. You are granted a nonexclusive, nontransferable, limited right to use and to provide public access to, and use of, the WVO Services solely for purposes of providing access to WVO Licensed Content in response to human-initiated, discrete location-specific requests through a single website operated exclusively by or for you to serve you and your public constituencies and not for resale or redistribution or commercial use of any nature.
2. End-User Access. You shall provide to all end-users of the WVO Services on the page through which they access such services conspicuous notice of the following terms of access: (a) WVO Licensed Content available through the WVO is copyrighted material, (b) end-users of the WVO Services are granted the right to access and view the WVO Licensed Content through the WVO Services for personal use only and not for commercial purposes of any type, (c) end-users of the WVO Services are prohibited from reproducing, reselling, transferring, redistributing or creating derivative works from WVO Licensed Content, (d) all right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belongs to the Covered Party, and (e) EagleView takes no responsibility for and shall not be liable for the WVO Licensed Content of its third party suppliers.
3. License Term. Unless otherwise set forth in Section A (Product Description, Prices and Payment Terms), the license granted to you pursuant to these WVO Services terms and conditions will continue for the duration of the term of the Agreement, unless earlier terminated by EagleView in accordance with the terms of the Agreement.

D. SOFTWARE LICENSE. These terms apply to the EagleView Software and the Documentation only. If you download, receive access to or use the EagleView Software or the Documentation (or both) under the Agreement, the following terms apply to you.

1. Grant of Rights. Subject to the terms and conditions of the Agreement, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the EagleView Software and the Documentation solely for internal use. Use of the functionality provided by the EagleView Software other than for your internal use is prohibited, except with the prior written approval of EagleView. You may make one copy of the EagleView Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original.
2. License Term. The license granted to you pursuant to these Software License terms and conditions will terminate automatically (i) upon termination or expiry of the Agreement for any reason, or (ii) without notice from Pictometry if you fail to comply with any term of the Agreement.

[END OF LICENSE TERMS]

SECTION C

ONEIDA COUNTY STANDARD CONDITIONS OF CONTRACT

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

1) Abide by the terms of the statement; and

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

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

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

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

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

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

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

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

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

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

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

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

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 - i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 - ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of

any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have

such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered

by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, "on Oneida County property" shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

EagleView Reveal

EagleView Reveal

Essentials+ Neighborhood deliverables

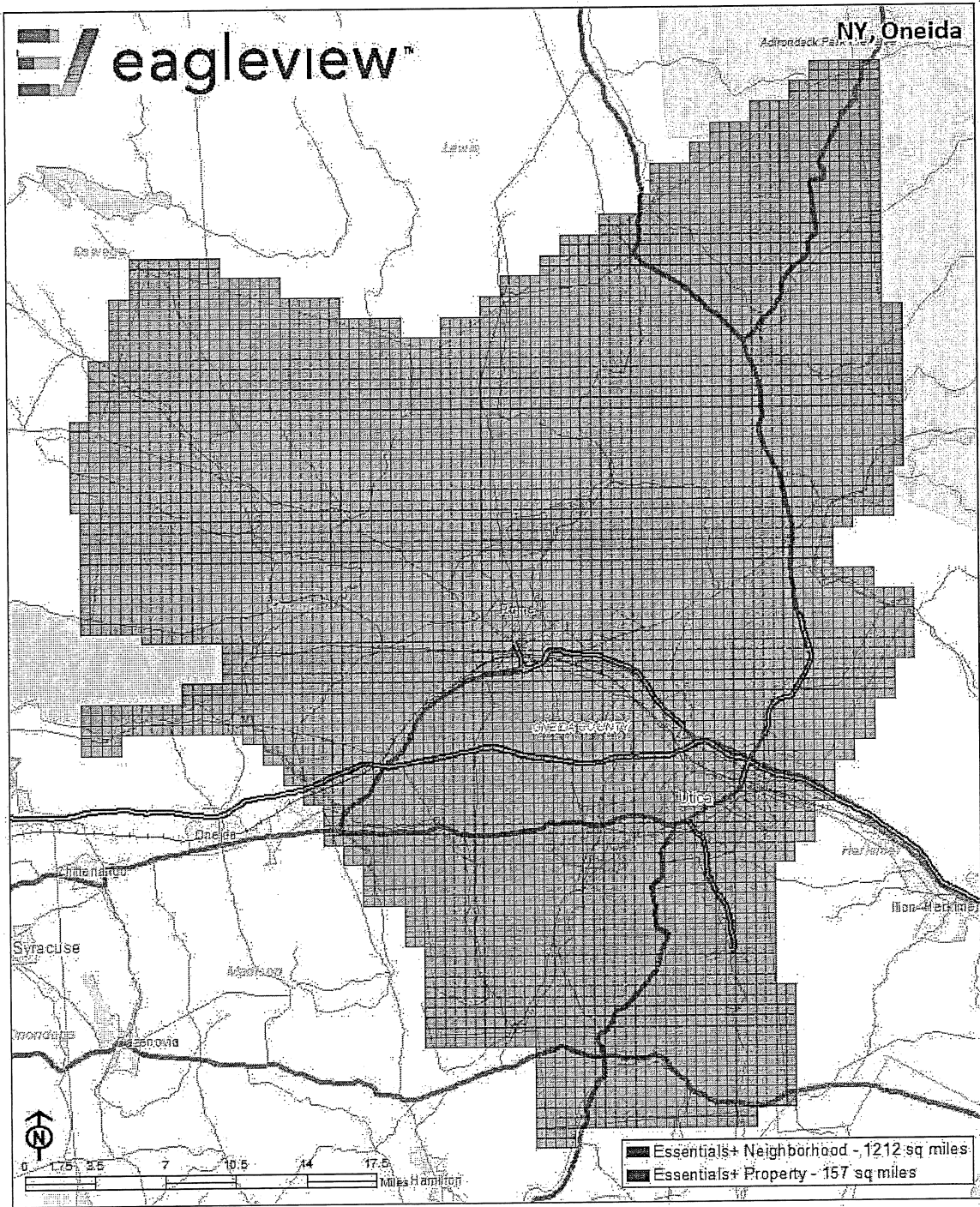
Product	Essentials+ Neighborhood
Orthomosaic Specifications	<ul style="list-style-type: none"> • Typical Positional Horizontal Accuracy: 1m at a 95% confidence level • Fully automated photogrammetric orthomosaic. Imagery may contain seamlines • Project-wide color and contrast balancing
Oblique Imagery	Nominal 6in GSD oblique imagery or better: <ul style="list-style-type: none"> • Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	Metadata: <ul style="list-style-type: none"> • Metadata generated that meets FGDC Standards upon request • Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	Resolution: <ul style="list-style-type: none"> • Nominal 6in GSD Access Methods: <ul style="list-style-type: none"> • Available via web-based viewer (Connect) - Contracted separately • Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	Resolution: <ul style="list-style-type: none"> • Nominal 6in GSD Projection/Coordinate System: <ul style="list-style-type: none"> • Customer Selectable Datum: <ul style="list-style-type: none"> • Customer Selectable File Format: <ul style="list-style-type: none"> • Mosaic Tiles <ul style="list-style-type: none"> ○ Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file ○ Includes separate Pictometry Map Image (PMI) trailer file • Project-Wide Mosaic <ul style="list-style-type: none"> ○ Available in ECW, MrSID (All versions) format
Oblique Imagery Deliverable Format	Access methods: <ul style="list-style-type: none"> • Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	<ul style="list-style-type: none"> • Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

EagleView Reveal

Essentials+ Property deliverables

Product	Essentials+ Property
Ortho Frame Imagery	<ul style="list-style-type: none"> Nominal 2in GSD ortho imagery, Imagery as good as 1.2in and no worse than 3in
Orthomosaic Specifications	<ul style="list-style-type: none"> Typical Positional Horizontal Accuracy: 1m at a 95% confidence level Fully automated photogrammetric orthomosaic. Imagery may contain seamlines Project-wide color and contrast balancing
Oblique Imagery	<p>Nominal 2.6in GSD oblique imagery ranging from 1.7in to 3.5in GSD:</p> <ul style="list-style-type: none"> Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	<p>Metadata:</p> <ul style="list-style-type: none"> Metadata generated that meets FGDC Standards upon request Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	<p>Resolution:</p> <ul style="list-style-type: none"> Nominal 2in GSD, no worse than 3in (Best Available Provided) <p>Access Methods:</p> <ul style="list-style-type: none"> Available via web-based viewer (Connect) - Contracted separately Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	<p>Resolution:</p> <ul style="list-style-type: none"> Nominal 2in GSD, no worse than 3in (Best Available Provided) <p>Projection/Coordinate System:</p> <ul style="list-style-type: none"> Customer Selectable <p>Datum:</p> <ul style="list-style-type: none"> Customer Selectable <p>File Format:</p> <ul style="list-style-type: none"> Mosaic Tiles <ul style="list-style-type: none"> Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file Includes separate Pictometry Map Image (PMI) trailer file Project-Wide Mosaic <ul style="list-style-type: none"> Available in ECW, MrSID (All versions) format
Oblique Imagery & Frame Imagery Deliverable Format	<p>Access methods:</p> <ul style="list-style-type: none"> Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	<ul style="list-style-type: none"> Best efforts to make frame imagery available online within 20 days of capture complete Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

Map(s)









NY Oneida County-EagleView Agreement_2-28-23 EV Signed

Final Audit Report

2023-02-28

Created:	2023-02-28
By:	Lauretta Kehoe (lauretta.kehoe@eagleview.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAy-JtCxnUWPXof74gxXCqklwzl8s-HW6c

"NY Oneida County-EagleView Agreement_2-28-23 EV Signed" History

-  Document created by Lauretta Kehoe (lauretta.kehoe@eagleview.com)
2023-02-28 - 8:59:11 PM GMT
-  Document emailed to bob.locke@eagleview.com for signature
2023-02-28 - 8:59:41 PM GMT
-  Email viewed by bob.locke@eagleview.com
2023-02-28 - 9:00:17 PM GMT
-  Signer bob.locke@eagleview.com entered name at signing as Robert Locke
2023-02-28 - 9:01:06 PM GMT
-  Document e-signed by Robert Locke (bob.locke@eagleview.com)
Signature Date: 2023-02-28 - 9:01:08 PM GMT - Time Source: server
-  Agreement completed.
2023-02-28 - 9:01:08 PM GMT

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 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. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, “on Oneida County property” shall be defined as:

- i. Upon all real property owned or leased by the County of Oneida;
and
- ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
(315) 798-5910 ♦ fax: (315) 798-5603
www.ocgov.net

ANTHONY J. PICENTE, JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

TO: Alfred Barbato, Director of Purchasing
Shelley Nowak, Assistant Director of Purchasing

FROM: Andrew Dean, Assistant County Attorney

DATE: February 14, 2023

RE: Emergency Services Contract - #174716
Sole Source Memorandum

The Oneida County Department of Emergency Services seeks to contract with Pictometry International Corp., d/b/a EagleView (“EagleView”) to provide aerial pictometry of Oneida County and to obtain licensed access to EagleView’s proprietary pictometry software and portals. To take the pictures, EagleView will perform a flyover of the County using airplanes equipped with special cameras—capable of imaging surfaces and buildings from four sides—providing three-dimensional views of the surface. EagleView must perform the pictometry during a very short flight window—in April 2023—following the annual snow melt when the trees are bare of leaves. The contract with EagleView will be for a total price of \$466,542.80, paid over a term of six years, for an annual cost of \$77,757.13. The County will use the images and software for emergency response, disaster response, and planning purposes.

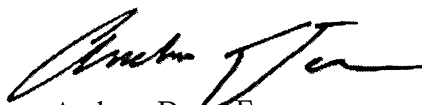
As demonstrated in the attached letter from EagleView (Exhibit A), EagleView holds 94 United States patents and has 32 additional patents pending. These patents enable EagleView to provide highly accurate images of the surface, tied to specific GPS coordinates. The primary characteristic of EagleView’s technology is the ability to produce *oblique* images, meaning, images with inherent depth and from varied angles. With oblique images, the County will be able to measure distances along its terrain, rather than a straight line as would be achieved by satellite photographs. This has obvious benefits for disaster and emergency response, and for planning purposes. As demonstrated in EagleView’s letter, patents protect each of these capabilities.

I discussed this matter with Jeff Quackenbush, the Deputy Commissioner of Planning. He concurs that EagleView’s services are unique. He explained that EagleView employs multiple cameras, each tilted off at roughly a 45-degree angle from straight down, to take thousands of photographs. EagleView’s software then combines the images to allow buildings to

be viewed from any angle. The Deputy Commissioner stated that to his knowledge, EagleView is the only aerial photography vendor capable of providing such “oblique” imaging services.

Because EagleView’s capabilities are protected by patent and unique, and necessary to serve the public’s interest in accurate emergency and disaster response, I believe that EagleView is a “sole source” provider as defined in Oneida County Procurement Policy Section 3-105 (*see generally Gerzof v Sweeney*, 16 NY2d 206, 211 [1965] [“a particular product, that is, one marketed by only one manufacturer, may be required in the public interest”]).

Respectfully yours,

A handwritten signature in black ink, appearing to read "Andrew Dean". The signature is fluid and cursive, with a long horizontal stroke at the end.

Andrew Dean, Esq.
Assistant County Attorney

Exhibit A



February 13, 2023,

Jeff Quackenbush, GIS Manager
Oneida County, NY
800 Park Avenue
Oneida, NY 13501

Dear Mr. Quackenbush,

As technological leader in the field of high resolution geo-referenced aerial imagery, Pictometry International Corp. holds 94 U.S. patents issued and in force and 32 pending U.S. patent applications that relate to various aspects of capturing, processing, displaying, and using geo-referenced aerial imagery (information current as of September 18, 2020). The Pictometry patent portfolio protects, among other things, Pictometry's (and its EagleView affiliates') exclusive rights to use or provide the following capabilities:

- Determine from an oblique image distance along the surface of the earth following the terrain instead of a straight line that ignores changing terrain (US Patent 7,995,799);
- Use tessellated ground plane data with an oblique image to produce greater accuracy when converting from pixels to geo-locations and when making linear and area measurements (US Patent 7,787,659);
- Use Pictometry's proprietary file structure for oblique images (US Patents 7,787,659 and 8,068,643);
- Select a measurement mode (including distance, height, relative elevation) from a list of tools while-viewing an oblique image and using the associated metadata and ground plane information for the oblique image to obtain the corresponding measurements directly from the imagery (US Patent 8,068,643);
- Use a geographic location, whether manually input or from an address lookup, to search a database of oblique images, each with metadata and ground plane data, in order to retrieve the image that contains that location and display it for analysis (US Patent 8,204,341);
- Calculate a desired measurement in a displayed oblique image by referencing positional data for the oblique image and a pre-calculated or created ground plane having elevation data conforming to the topography of an area within the oblique image (US Patents 8,204,341; 9,811,922; and 10,607,357);
- Calculate multiple elevations of a tessellated ground plane for an oblique image using positional data and data indicative of topography represented by the oblique image such that the elevations of the tessellated ground plane conform to the topography of the oblique image (US Patent 8,204,341);
- Measure distance, height, area and relative elevation dependent upon ground plane data that closely approximates the terrain within an oblique image (US Patents 8,223,666 and 8,634,594);
- Extract area measurements of vertical or pitched surfaces using an oblique image, its associated camera information and ground plane information (US Patent 8,223,666);
- Pan through an oblique library by detecting the border of the current image and automatically selecting the oblique image that best matches the current camera orientation and scale while extending farther in the direction the user is panning. (US Patents 8,593,518; 8,643,720; and 9,530,181);
- Transmit post-disaster imagery to the ground from an airplane in real-time through a high-speed directional communications link that is synced with a "non-line of sight communication system" such as a satellite telephone (US Patents 8,477,190; 9,723,269; and 9,743,046);
- Use a capture system that acquires the geo-location of a camera during image acquisition, and controls multiple cameras separately (US Patent 9,182,657);
- Measure between at least two selected points on a man-made structure, such as a building, using an intermediate selection of points or a summation of at least two line segments (US Patent 9,443,305);
- Securely process images of sensitive geographic regions (US Patents 9,881,163 and 10,311,328); and
- Ensure full coverage of acceptable images without costly reflights or delays (US Patents 8,385,672; 8,515,198; 9,262,818; 9,633,425; 9,959,609; 10,198,803; and 10,679,331).

Those patented technologies enable Pictometry to deliver combinations of product and service offerings, features, functions and quality not available through other vendors.

A handwritten signature in black ink, appearing to read 'Frank Giuffrida'.

Frank Giuffrida - Senior Vice President – Image Capture R & D

Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

March 7, 2023

Hon Anthony J. Picente
Oneida County Executive
800 Park Avenue
Utica, New York 13501

20 23 109
PUBLIC SAFETY

WAYS & MEANS

Re: Reallocation of the Title Deputy Probation Director (Group B)

Dear County Executive Picente:

Upon review of salary allocations, history of reallocations, increases in job responsibilities and recruitment efforts for titles, I have determined that there is recruitment difficulty for the title Deputy Probation Director (Group B). There was only one (1) applicant the last time that the exam was given, and only three (3) applicants for the holding before that. Additionally, the title has never been reallocated since its original allocation.

As a result, I am recommending that the title Deputy Probation Director (Group B) be reallocated from Grade 32M, Step 4, \$55,199 to Grade 39M, Step 4, \$70,754, retroactive to February 28, 2023.

If you concur, I respectfully request that you forward this recommendation to the Board of Legislators for consideration at their next meeting. As always, I am available to address any questions or concerns that either you or the Board may have regarding this matter.

Respectfully submitted,

Amanda L. Cortese-Kolasz
Commissioner of Personnel

cc: County Attorney
Budget
Probation

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 3-8-23

Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

FN 20 23-110

March 7, 2023

Hon Anthony J. Picente
Oneida County Executive
800 Park Avenue
Utica, New York 13501

PUBLIC SAFETY

WAYS & MEANS

Re: Request to fund Positions – Probation Department

Dear County Executive Picente:

Enclosed, please find a letter from Holly Bolton, Probation Director, seeking to fund position numbers 3140-038 and 3140-907 in the title Probation Assistant, and also seeking to fund position number 3140-013 in the title Probation Officer I. Director Bolton's letter provides details on the need for these positions and the funding source.

Based upon this, I am requesting that positions 3140-038 and 3140-907 be funded in the title Probation Assistant at Grade 25W, Step 4, \$43,074, and that position 3140-013 be funded in the title Probation Officer I at Grade 27W, Step 4, \$46,647.

If you concur, I respectfully request that you forward this recommendation to the Board of Legislators for consideration at their next meeting. As always, I am available to address any questions or concerns that either you or the Board may have regarding this matter.

Respectfully submitted,

Amanda L. Cortese-Kolasz
Commissioner of Personnel

cc: County Attorney
Budget
Probation

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 3-8-23



**ONEIDA COUNTY
DEPARTMENT OF PROBATION**

Boehlert Center at Union Station

ANTHONY J. PICENTE, JR.
County Executive

HOLLY BOLTON
DIRECTOR

321 Main Street, 2nd Floor, Utica, New York 13501
Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684
300 West Dominick Street, Rome, New York 13440
Rome ~ Phone: (315) 356-2900 Fax: (315) 337-5025
E-mail: probation@ocgov.net · Web Site: www.ocgov

2/2/23

Amanda Cortese-Kolasz
Oneida County Commissioner of Personnel
800 Park Avenue
Utica, NY 13501

Dear Mrs. Cortese-Kolasz,

I am requesting that three (3) positions that were unfunded in the 2023 budget for the Probation Department be added back into our budget. They are all within cost center 3140. Two positions are for Probation Assistants, position #38 and #907; and one Probation Officer position, which is #13.

The Probation Department received a Grant Award from New York State Division of Criminal Justice Services on October 14, 2022 in the amount of \$512,795.00 for County Pretrial Services. This grant money remains in account A999. We would utilize these three above positions for pretrial services. The salaries and fringes for these three positions would not cost the County any money, and will be paid entirely from this grant.

We are also requesting to have \$12,000.00 of the \$512,975.00 grant moved to A3141.413 to cover the cost of GPS bracelets that we are using to monitor some individuals that we are putting on pretrial services, so we are able to monitor his/her whereabouts. We had previously budgeted \$18,000.00 for the GPS bracelets, but we are using more than we originally anticipated.

Not only would these three positions not cost the County any money, they would also save the County money in the long run as they would offer services to individuals who will be on pretrial release rather than be incarcerated. We will also have a Probation Assistant working within the Utica City School District in an attempt to help the children prior to them getting involved in criminal activity.

Respectfully submitted,

Holly Bolton
Probation Director

Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

March 7, 2023

FN 20 23-111

PUBLIC SAFETY

Hon Anthony J. Picente
Oneida County Executive
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

Re: Elimination of Two (2) Full-Time Assistant Public Defender Positions and Creation of Two (2) Part-Time Assistant Public Defender Positions

Dear County Executive Picente:

Enclosed please find correspondence from Public Defender, Tina L. Hartwell, Esq., seeking to eliminate full-time Assistant Public Defender position numbers 1170-010 and 1170-018, and create two (2) part-time Assistant Public Defender positions in cost center 1174. Further details explaining this request are contained in Public Defender Hartwell's letter.

Based upon this, I am requesting that positions 1170-010 and 1170-018 be abolished, and that two (2) part-time Assistant Public Defender positions be created at Grade 22P, Step 4, \$38,971. Abolishing the full-time positions and creating new part-time positions is necessary, as the Personnel Department assigns a different number series to part-time positions and full-time positions for ease in identification and tracking.

If you concur, I respectfully request that you forward this recommendation to the Board of Legislators for consideration at their next meeting. As always, I am available to address any questions or concerns that either you or the Board may have regarding this matter.

Respectfully submitted,

Amanda L. Cortese-Kolasz
Commissioner of Personnel

cc: County Attorney
Budget
Public Defender

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 3-8-23



ONEIDA COUNTY PUBLIC DEFENDER

CRIMINAL DIVISION

Historic Union Station
321 Main St., Suite 25, Utica NY 13501
Phone: (315) 798-5870 Fax: (315) 734-0364

DAVID A. COOKE, ESQ.
Chief Appellate Counsel

LUKE A. NEBUSH, ESQ.
Chief Trial Counsel

TINA L. HARTWELL, ESQ.
Public Defender

February 21, 2023

Amanda L. Cortese-Kolasz, Esq.
Commissioner of Personnel
Oneida County Personnel Department
800 Park Avenue
Utica, New York 13501

RE: Changing Two (2) Full-time Attorney Positions to Two (2) Part-time Attorney Positions

Dear Commissioner Cortese-Kolasz:

I would like to reclassify two full-time attorney positions (in cost center 1170, County funded) to two part-time attorney positions. As you know, law offices throughout the County have had difficulty hiring full-time attorneys and my office is no exception. I currently have eleven (11) full-time attorney positions that are vacant (seven in cost center 1170). Although I have lacked full-time attorney applicants, after posting for one part-time attorney position, I received a few applicants that are experienced and would be appropriate hires. Therefore, I would like to change two (2) of the vacant full-time attorney positions (lines 10 & 18, cost center 1170) to two (2) part-time attorney positions.

This change from full-time attorneys to part-time attorneys will also save the County money with the difference in full-time salary plus fringe to a part-time salary without fringe. Later, if I am in a position to have all attorney positions filled, I will then request to add full-time attorney positions (after getting State approval for more exempt positions) in the 1174 cost center, which is fully State funded.

I am happy to provide any further information that you may need to support this request. Attached please find two (2) Form-222s related to this request. Thank you for your time.

Sincerely,

Tina L. Hartwell, Esq.
Public Defender, Criminal Division

Received
ONEIDA
COUNTY
FEB 22 2023
PERSONNEL
DEPARTMENT
Received

Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

March 7, 2023

FN 20 23-112

PUBLIC SAFETY

Hon Anthony J. Picente
Oneida County Executive
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

Re: Appointment of Luke Davignon to Assistant Public Defender I, Grade 46P, Step 7

Dear County Executive Picente:

Enclosed please find correspondence from Public Defender, Tina L. Hartwell, Esq., seeking approval to appoint Luke Davignon as Assistant Public Defender I, at Grade 46P, Step 8. This request is based, in part, on a request to consider Mr. Davignon's prior service with Oneida County in the District Attorney's Office.

A review of Mr. Davignon's Civil Service Roster Record and Personnel file show that he resigned from his position of Assistant District Attorney on October 8, 2021. At that time, Mr. Davignon was paid at Grade 46P, Step 7. After consultation with you, and considering Public Defender Hartwell's request, I submit to you a request to appoint Mr. Davignon at Grade 46P, Step 7, at a salary of \$96,416. This action would restore Mr. Davignon to the step on the salary schedule that he was at when he left County employment.

If you concur, please forward this request to the Board of Legislators for consideration at their next meeting.

Respectfully submitted,

Amanda L. Cortese-Kolasz
Commissioner of Personnel

cc: Tina L. Hartwell, Esq.

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 3-8-23



ONEIDA COUNTY PUBLIC DEFENDER
CRIMINAL DIVISION

Boehlert Center at Union Station
321 Main St., Utica NY 13501
Phone: (315) 798-5870 Fax: (315) 734-0364

TINA L. HARTWELL, ESQ.
Public Defender

DAVID A. COOKE, ESQ.
Chief Appellate Counsel

LUKE A. NEBUSH, ESQ.
Chief Trial Counsel

March 1, 2023

Hon. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

RE: APD I applicant Luke Davignon starting salary request

Dear County Executive Picente:

There is a well-qualified applicant to fill a full-time attorney position in my office that I would like to hire. His name is Luke Davignon, and he was approved for employment on February 27, 2023. Luke previously worked for the Oneida County District Attorney's office from 4/2012-10/2021. Prior to working in the District Attorney's office, Luke worked as an attorney at the law firm of Carter, Conboy, Case, Blackmore, Laird and Maloney from 9/2007-4/2012. After leaving the District Attorney's office, Luke accepted assignments from the Oneida County Supplemental Assigned Counsel Program from 10/2021 to present, as a solo practitioner. I have attached his resume for your convenience.

When Luke was approved for employment, because he left County employment more than a year ago, I was advised that, while he qualified as an Assistant Public Defender I (46P), his salary would start at the beginning (step 4). When Luke left the District Attorney's office, he was a grade 46P, at step 7, with a salary of \$91,768 plus \$500 longevity. I was also advised, per civil service rules, that if I was looking for a salary higher than that which was approved, that I would have to make a request to you to start at a higher step (up to 2 steps higher), and if I was seeking a salary higher than two steps, that after your approval, my request would have to go to the Board of Legislators for approval.

I am writing to respectfully make that request. More specifically, I am asking that you approve applicant Luke Davignon to start as an Assistant Public Defender I at grade 46P, step 8, with a salary of \$99,507. I understand that my request is 2 steps beyond the 2 steps for which you are allowed to approve without Board approval, but I hope that you agree with me that Luke's many years of prior experience, as an attorney, particularly the nine (9) years working in criminal law, along with his prior military service makes him a deserving applicant for this salary.

If you approve of raising his starting step to step 6, I respectfully request that you forward my request to the Board to raise his starting step to step 8. If there is any other supporting documentation that you would like to review, please let me know and I will forward that information to you immediately. Thank you for your time and consideration.

Sincerely,

Tina L. Hartwell, Esq.
Oneida County Public Defender – Criminal Division

Cc: Amanda L. Cortese-Kolasz, Esq.
Commissioner of Personnel

Office of the Sheriff

County of Oneida



Undersheriff Joseph Lisi
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

February 27, 2023

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

FN 20 23-113

PUBLIC SAFETY
WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office has been awarded funds from the Bureau of Justice Services for its participation in the FY21 State Criminal Alien Assistance Program (SCAAP). Justice Benefits, Inc. prepares the application for inmates meeting certain criteria that must be retrieved from our inmate data bases and submitted to the Bureau of Justice Assistance. Use of these SCAAP funds is limited and must be earmarked for a specific purpose.

The grant award is \$36,161. Justice Services Inc. is entitled to a commission of the award. The remaining funds will be used for medical and mental health services for the Corrections Division. This additional amount will be necessary as the yearly medical contract is anticipated to be higher than budgeted.

I respectfully request that this matter be acted on at the Board of Legislators next board meeting.

The 2022 Supplemental Appropriation request is as follows:

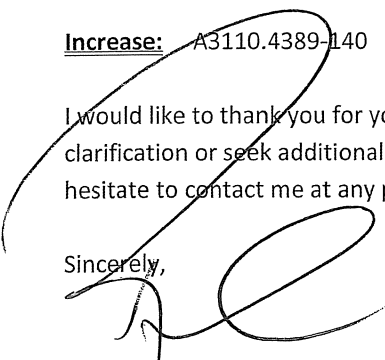
Increase: A3150.195-130 Comprehensive Medical Contract \$ 36,161

This supplemental appropriation will be fully supported by revenue received in:

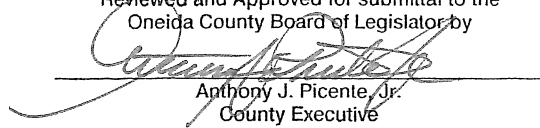
Increase: A3110.4389-140 Federal Aid-Alien Assistance \$ 36,161

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 Legislator by


Anthony J. Picente, Jr.
County Executive

Date 3-3-23

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

Office of the Sheriff



County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

February 27, 2023

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

FN 20 23-114

PUBLIC SAFETY

Dear County Executive Picente:

The Sheriff's Office would like to request a Supplemental Appropriation of Funds of \$10,372.07. These funds will be used for the purchase of body armor. This supplemental appropriation is supported by unbudgeted revenue from the Soft Body Armor (SBA) Grant received into account A3120.4389-125.

I respectfully request that this matter be acted on at the next Board of Legislators meeting.

<u>Expense Account for the Supplemental Appropriation</u>	<u>Amount</u>
A3120.436-100 Uniforms/Clothing – Body Armor	\$10,372.07

The Supplemental Appropriation will be fully supported by:

<u>Revenue Account</u>	<u>Amount</u>
A3120.4389-125 Federal Aid – Grants	\$10,372.07

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 Legislator by

Anthony J. Picente, Jr.
County Executive

Date 3-3-23

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Office of the Sheriff



County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

February 20, 2023

FN 20 23-115

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente,

The Commissary Account is offset by revenues from Inmates in the Correctional Facility. Per the New York State Commission of Corrections Minimum Standards 7016.1c "profits resulting from Commissary sales shall be deposited in a separate bank account and shall be utilized only for purposes of prisoner welfare and rehabilitation."

In 2022, there was a profit of \$368,978.65. The profit, offset by the 2023 Budget amount of \$261,083 results in a 2023 Supplemental Appropriation of \$107,895.65. The supplemental appropriation is prepared for the profit to fund programs, equipment, or supplies for the purposes set forth by the Commission.

I respectfully request that this matter be acted on at the next Board of Legislator's meeting.

The 2023 Supplemental Appropriation request is as follows:

A3152.211-000	Office Equipment.....	\$10,000.00
A3152.212-000	Computer Hardware.....	\$40,000.00
A3152.290-110	Recreational Equipment.....	\$ 5,500.00
A3152.290-000	Other Equipment.....	\$ 5,495.00
A3152.411-000	Office Supplies.....	\$ 5,000.00
A3152.491-102	Recreational Supplies.....	\$ 5,000.00
A3152.491-000	Other Materials & Supplies.....	\$10,000.00
A3152.492-000	Computer Software & Licenses.....	\$20,000.00
A3152.493-000	Maintenance, Repair.....	\$ 6,900.65

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Office of the Sheriff



County of Oneida

Undersheriff Joseph Lisi
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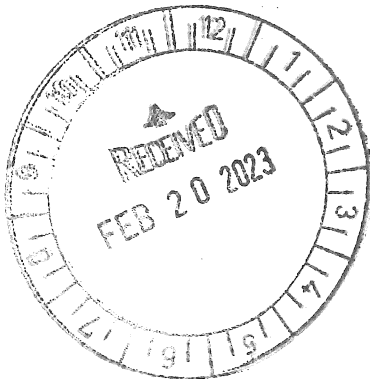
This appropriation will be supported by revenue in :

A3152.1525-105 Prisoner Charges Commissary.....\$107,895.65

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 Legislator by

Anthony J. Picente, Jr.
County Executive

Date 2-21-23

Administrative Office
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