

# 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

Frank D. Tallarino  
Minority Leader

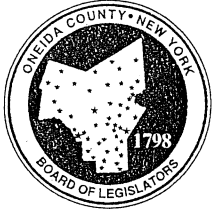
## COMMUNICATIONS WITH DOCUMENTATION FEBRUARY 13, 2013

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

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**AVAILABLE ON WEBSITE ONLY**

[www.ocgov.net](http://www.ocgov.net)



## ONEIDA COUNTY BOARD OF LEGISLATORS

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*Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501*

*Work Phone: 798-5900 ♦ Home Phone: 337-9045*

February 11, 2013

FN 20 13 - 014

Oneida County Board of Legislators  
800 Park Ave.  
Utica, NY 13501

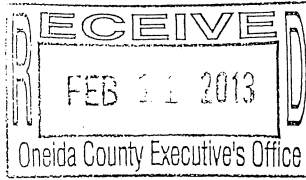
Honorable Members,

Please find the attached letter from Steve DiMeo, President of Mohawk Valley EDGE. Mr. DiMeo is requesting the Board pass a corrective resolution at our February 13, 2013 meeting to fix the Tax ID Numbers for the parcels transferred to EDGE per resolution #7 of 2013. A copy of the resolution is attached.

Thank you in advance.

Sincerely,

Gerald J. Fiorini  
Chairman

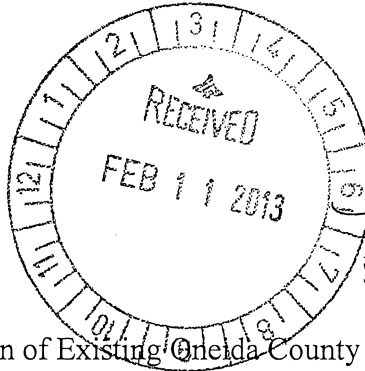


ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION  
584 Phoenix Drive • Rome, New York 13441  
315-338-0393 • 800-765-4990 • FAX 315-338-5694  
E-Mail: info@mvedge.org • www.mvedge.org

FN 20 13 014

February 8, 2013

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



REVIEWED AND APPROVED FOR SUBMITTAL TO THE  
Oneida County Board of Legislators by

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

Date 2/11/13

RE: Proposed Expansion of Existing Oneida County Business Park

Dear Tony:

On December 17, 2012, I wrote a letter to you concerning two (2) parcels of unimproved real property (the "Subject Parcels") owned in fee by the County of Oneida (the "County") situate at or near the northeast corner of the Airport Road/Judd Road intersection in the Town of Whitestown.

In my December 17<sup>th</sup> letter, I proposed that the County convey the Subject Parcels to Economic Development Growth Enterprises Corporation ("EDGE"), without public advertisement or bidding, pursuant to the provisions of Section 202(m) on the Oneida County Charter, so that EDGE could proceed to develop and market the same as part of a proposed expansion of the existing Oneida County Business Park.

In my December 17<sup>th</sup> letter, the Tax Parcel I.D. Nos. I used to identify the Subject Parcels were as follows:

1. Tax Parcel I.D. No. 290.000-1-24; and
2. Tax Parcel I.D. No. 290.000-1-48.

I also attached to my letter that portion of the tax map which depicts the location of the Subject Parcels, a copy of which tax map I am enclosing herewith. As it turns out, while the tax map correctly identified the Subject Parcels, the Tax Parcel I.D. Nos. I provided to you were incorrect. The correct Tax Parcel I.D. Nos. are as follows:

1. Tax Parcel I.D. No. 290.000-2-24; and
2. Tax Parcel I.D. No. 290.000-2-48.

On January 9, 2013, pursuant to the provisions of the Section 202(m) on the Oneida County Charter, the Oneida County Board of Legislators (the "County Board") adopted Resolution No. 7 authorizing the conveyance of the Subject Parcels to EDGE.

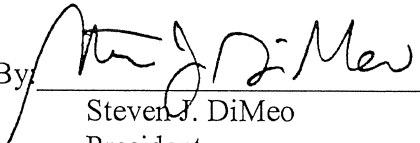
Since the County Board had a copy of my December 17<sup>th</sup> letter (including the tax map attached thereto) at the time of its January 9, 2013 meeting, I believe that everyone understood which parcels of land comprised the Subject Parcels. Unfortunately, however, Resolution No. 7 refers to the Subject Parcels by means of the incorrect Tax Parcel I.D. Nos.

Although I believe that the error in Resolution No. 7 is ministerial in nature rather than substantive, for the avoidance of doubt I would ask that you request the County Board to either amend Resolution No. 7 so as to set forth the correct Tax Parcel I.D. Nos. for the Subject Parcels or adopt a new Resolution which identifies the Subject Parcels by means of the correct Tax Parcel I.D. Nos.

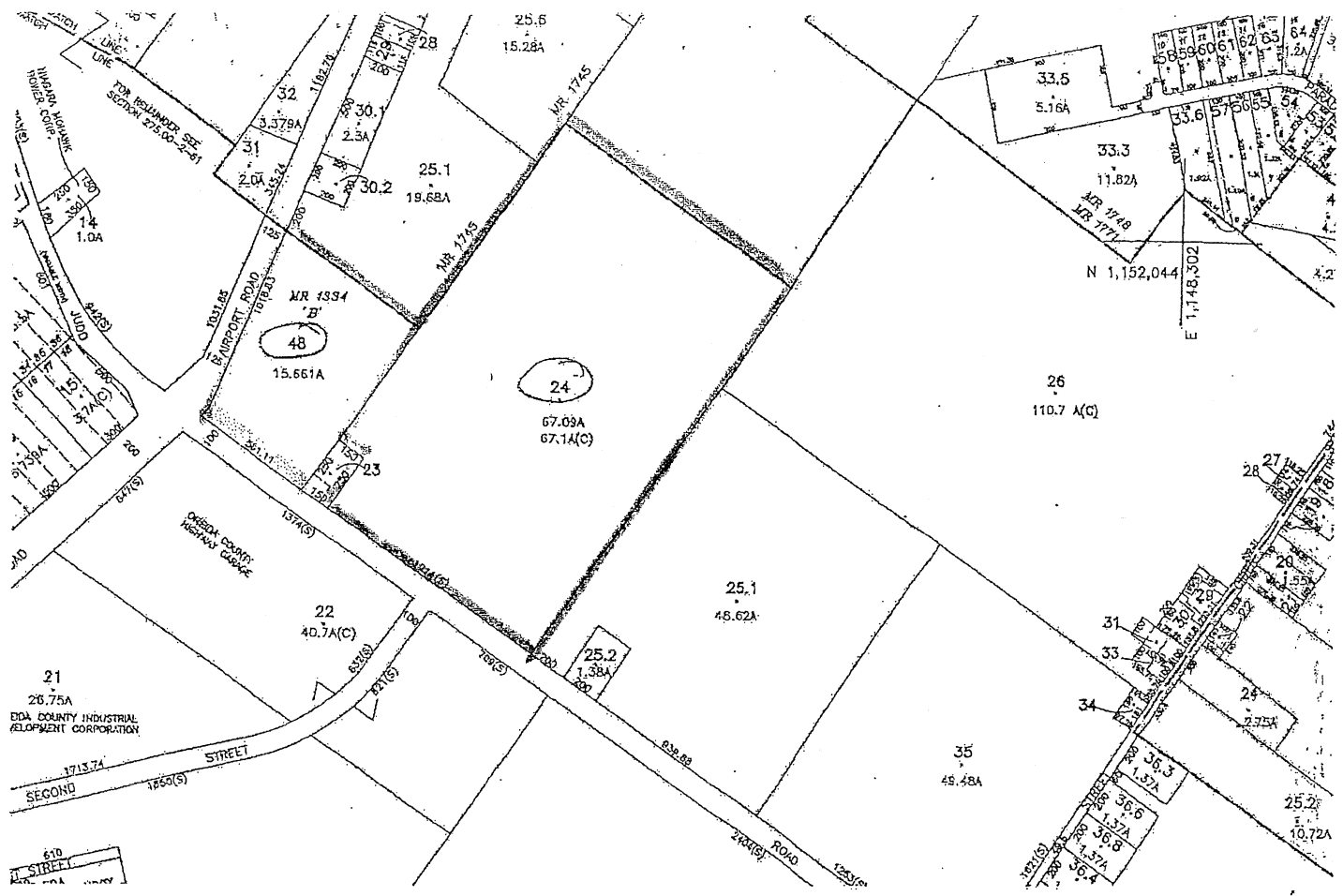
Because the relief I am requesting amounts to a technical or conforming correction, I would also ask that you have the County Board take this matter up at next Wednesday's meeting, if at all possible, rather than waiting until its March meeting.

Sincerely,

**ECONOMIC DEVELOPMENT GROWTH  
ENTERPRISES CORPORATION**

By   
\_\_\_\_\_  
Steven J. DiMeo  
President





610  
SCALE

21  
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ODA COUNTY INDUSTRIAL  
EMPLOYMENT CORPORATION

ORIENT COUNTY  
INDUSTRIAL PARK

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'B'

MR 1745

MR 1748  
MR 177

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E 1,1748,302

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36.4

2

**ONEIDA COUNTY BOARD OF LEGISLATORS**  
**Corrected Resolution**

**RESOLUTION NO. 7 (Original Resolution Number)**

**INTRODUCED BY : Messrs. Welsh, Porter**  
**2<sup>nd</sup> BY:**

**RE: TRANSFER CERTAIN PROPERTY LOCATED IN THE TOWN OF WHITESTOWN TO MOHAWK VALLEY EDGE FOR EXPANSION OF THE ONEIDA COUNTY BUSINESS PARK**

**WHEREAS**, County Executive Anthony J. Picente, Jr. is in receipt of correspondence from Steven J. DiMeo, President of Economic Development Growth Enterprises Corporation ("Mohawk Valley EDGE"), requesting the conveyance of county real property to Mohawk Valley EDGE, and

**WHEREAS**, pursuant to Oneida County Charter Section 202(m), said conveyance must be authorized and approved by the Oneida County Board of Legislators, now, therefore, be it hereby

**RESOLVED**, that the Oneida County Board of Legislators hereby determines that the following parcels of real property, situate at or near the northeast corner of the Airport Road-Judd Road intersection in the Town of Whitestown, are not necessary for public use:

Tax Parcel ID No. 290.000-2-24 (67.09 +/- acres), and

Tax Parcel ID No. 290.000-2-48 (15.661 +/- acres) (the "Parcels"), and it is further

**RESOLVED**, that the Oneida County Board of Legislators authorizes and approves the conveyance of the Parcels to Mohawk Valley EDGE for the following consideration and pursuant to the following terms and conditions:

The subject parcels shall be conveyed to EDGE by the County upon such terms and conditions as are customary in real property sale transactions of like size and character for a minimum purchase price of \$10,000.00 per acre (with the acreage to be determined by an accurate survey thereof) payable as hereinafter set forth. Each time EDGE closes upon the sale of a portion of the Parcels to a third party purchaser, EDGE shall remit to the County an amount equal to \$5,000.00 per acre multiplied by the number of acres sold to such third party purchaser, less costs incurred by EDGE for surveys, testing and permitting fees, redating of abstracts and issuance of preliminary title reports, legal and other documented closing costs.

The difference in the purchase price and the net per acre amount that is to be paid to Oneida County will be applied by EDGE for purchase of sewer credits, engineering, site development, demolition, infrastructure and construction of an access road necessary to enhance the development potential of the Oneida County Business Park Expansion and offsets to the likely development costs associated with making the subject property shovel ready. EDGE will provide Oneida County with a written report on the expenditure of any gross sale proceeds realized from this project to confirm that said funds have been appropriately used for the development of the Oneida County Business Park Extension, and it is further

**RESOLVED**, that County Executive Anthony J. Picente, Jr. is hereby authorized to enter into a purchase agreement with EDGE setting forth the above consideration and terms and conditions.

**APPROVED:** Economic Development & Tourism (January 7, 2013)  
Ways and Means Committee (January 9, 2013)

**DATED:** January 9, 2013 (Original Approval)  
February 13, 2013

Adopted by the following vote:

**AYES            NAYS            ABSENT**

PETITION BY ONEIDA COUNTY, NY, BOARD OF LEGISLATORS  
For  
MEMORIALIZING PETITION

F.N. 2013- 080

SPONSOR(S): Chad Davis, Brian Miller

FN 20 13-050

**READ & FILED**

**RE: Memorializing Petition Requesting an Extension of Time for Review of the  
Revised Regulations for High Volume Hydraulic Fracturing.**

**WHEREAS**, the New York State Department of Environmental Conservation (NYSDEC) has established a 30-day public comment period from December 12, 2012 through January 11, 2013 on the revised draft regulations for high volume hydraulic fracturing; **and**,

**WHEREAS**, the recently released revised documents released for public review by NYSDEC number 338 pages including the revised regulations 6NYCRR Parts 52, 190, 550-556, 560, 750.1, and 750.3; a summary and assessment of public comments; and, additional analyses and impact statements; **and**,

**WHEREAS**, the 30-day review period is completely inadequate for a thoughtful and through public review of the newly released documents and said a period of time for public review covers and encompasses a part of the calendar-year involving major religious and national holidays; **and**,

**WHEREAS**, due to Open Meeting Law requirements for advance public notice of agendas and supporting materials, the 30-day comment period essentially eliminates or severely hinders the ability for any municipal regulatory or advisory organization which meet on monthly schedules to effectively review the released documents and draft, approve and issue comments; **and**,

**WHEREAS**, the regulations are intended, in part, to mitigate impacts on local municipalities, and, as described above, because of requirements of Open Meetings Law as well as the monthly meeting schedule of local governments, a 30 day comment period virtually eliminates the ability of municipalities to draft, hear public comment, revise and vote on a response to the adequacy of regulations designed to protect them; **and**,

**WHEREAS**, the NYSDEC has not completed and made public its health impact assessment; and, it is therefore impossible to comment on the adequacy of these regulations in mitigating certain impacts on health when the assessment to be made has not yet been described; **and**,

**WHRERAS**, the NYSDEC has not made public its revised economic impact assessment, and, it is therefore impossible to comment on the adequacy of these regulations in mitigating certain impacts upon the local and regional economy when the assessment to be made has not yet been described; **and**,

**NOW, THEREFORE, BE IT RESOLVED** that the Oneida County Legislators supporting this Petition, as indicated herein below, hereby request that, at a minimum, the NYSDEC extend the public comment period on the revised regulations to a minimum of 90 days so as to allow adequate public process at the local level; and, preferably that the NYSDEC not finalize the regulations on high volume hydraulic fracturing until after the SGEIS is finalized.

**BE IT FURTHER RESOLVED** that a copy of this Memorializing Petition be sent to: Governor Andrew Cuomo, New York State Department of Environmental Conservation Commissioner Joseph Martens, New York State Association of Towns, as well as the respective New York State Assemblypersons and New York State Senators who represent Oneida County in our New York State Government.

LEGISLATORS SUPPORTING PETITION

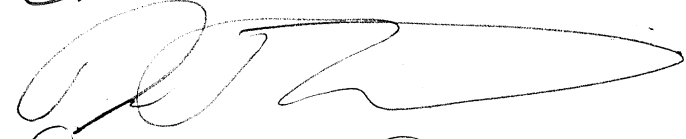


LEGISLATORS OPPOSING PETITION

*Chad Dyer*  
*Will Strohman*  
*Ben J. Hill*  
*Emil K. Paparella*  
*Mike Blunt*  
*Norm Luch*  
*Edwin P. Wells*  
*Steve*  
*Hand*  
*Hung Hoang*  
*Joe*  
*Rose Ann Conventum*

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

Ronald D. Townsend  
 Kelly  
 LAD 0-17  
 Frank V. Spadaro  
 William F. Cookman  
 Joseph J. J. of

  
  
 James W. Moore  
 Harmonie Spence  


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 29 members of the Oneida County Board of Legislators.

Dated: January 9, 2013

**PETITION BY ONEIDA COUNTY, N. Y., BOARD OF LEGISLATORS**

**For**

**MEMORIALIZING PETITION**

FN 20 12 - 051

F.N. 2013-XXX

**SPONSOR(S): David J. Gordon**

**READ & FILED**

**RE: RESOLUTION FULLY SUPPORTING AN INCREASE IN THE NEW YORK STATE DISABILITY BENEFIT RATE FOR TEMPORARILY DISABLED EMPLOYED WORKERS OF THE STATE OF NEW YORK.**

- WHEREAS,** The Hardworking residents of Oneida County deserve financial protection in the event that they become disabled and temporarily cannot work; and
- WHEREAS,** the unemployed or never employed have greater benefits than those who are temporarily out of work due to injury or illness; and
- WHEREAS,** the temporarily disabled need to be allocated a benefit rate closer to that of the unemployed as they are for a period, "Unemployed" while temporarily disabled; and
- WHEREAS,** the Current New York State Disability rate is 50% of weekly wages to a maximum of \$170 per week; and
- WHEREAS,** the current rate for NYS Disability is inadequate to address the needs of the people of Oneida County and their families; and
- WHEREAS,** keeping the temporarily disabled from becoming buried in debt due to an inadequate income source should be a priority of our great State of New York; and
- WHEREAS,** many cases of Disability have been found to have had contributory elements of said disability from places of employment

**NOW THEREFORE BE IT HEREBY RESOLVED,** that the Oneida County Board of Legislators fully supports the proposal to raise the New York Disability benefit rate for temporarily disabled individuals that qualify for NYS Disability Benefits, and that the Oneida County Board of Legislators implores the New York State Assembly and New York State Senate to raise the benefit rate for temporarily disabled individuals that qualify for NYS Disability Benefits;

**BE IT FURTHER RESOLVED,** That the Clerk of the Board shall transmit copies of this memorializing petition to New York State Assembly Speaker Sheldon Silver, New York State Senate Majority Leader Dean G. Skelos, State Senator Joe Griffo, State Senator David Valesky, Assemblyman Anthony Brindisi, Assemblywoman Claudia Tenney, Assemblyman William Magee, Assemblyman Mark Butler and Assemblyman Ken Blankenbush and all others deemed necessary and proper.

L. Q. D. 0-14  
 Frank Tallman  
 William Goodman  
 Joseph Jurgol  
 Fred [unclear]  
 Charles [unclear]  
 Phil [unclear]  
 Harmony Specials  
 Philip Sawo  
 James [unclear]  
 Peter [unclear]

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 29 members of the Oneida County Board of Legislators.

DATED: \_\_\_\_\_



**Oneida County**

**Office for the Aging & Continuing Care**

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

**Michael J. Romano**  
Director

120 Airline Street-Suite 201 Oriskany, NY 13424

Phone 315-798-5456

Fax 315-768-3658

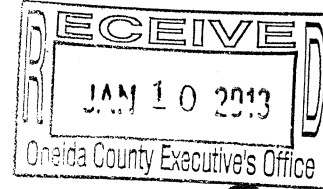
E-mail: ofa@ocgov.net

January 8, 2013

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

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

*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive  
Date: \_\_\_\_\_



FN 20 13 - 052

Dear Mr. Picente:

Pursuant to the Board of Legislators Resolution #291 of 1977 and the Oneida County Charter and Administrative Code, I hereby recommend the following appointments to the Oneida County Office for the Aging and Continuing Care Advisory-Long Term Care Council.

**WAYS & MEANS**

**Appointment to a Three Year Term expiring 2016**

Ms. Rose Ann Convertino  
OC Legislator  
609 Blandina Street  
Utica, New York 13501

Ms. Margaret Corbett  
1008 W. Embargo Street  
Rome, New York 13440

Ms. Donna Gillette  
RCIL  
401-409 Columbia St  
Utica, NY 13502

Ms. Patsy Glista  
Lutheran Ministries  
108 Utica Rd.  
Clinton, NY 13323

Ms. Barbara Glueck  
Hope House  
PO Box 161  
Utica, NY 13501

Ms. Kathleen Kennelty  
8 Roman Road  
New Hartford, New York 13413

Ms. Jean McBride  
116 Melrose Ave  
Utica, NY 13502

Ms. Gail Miskowicz  
The Arc-Oneida Lewis Chapter  
643 Pauline Avenue  
Utica, New York 13502

Emil R. Paparella  
OC Legislator  
613 Locust Drive  
Utica, New York 13502

Ms. Yvonne Perry  
Mt. Carmel Apt Manager  
659 Jay St  
Utica, NY 13501

Morris Peterson  
MVCC  
1101 Sherman Drive  
Utica, New York 13501

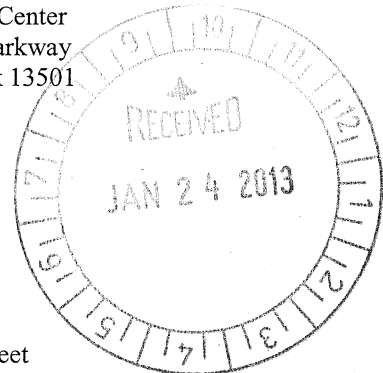
Mr. Lisle Sanborn  
6564 Dix Rd  
Rome, NY 13440

Ms. Lucille Soldato  
Commissioner OC. Dept. Soc. Service  
800 Park Avenue  
Utica, NY 13501

Ms. Carol Steele  
7 Hingham Road  
Utica, NY 13501.

Kelly Walters  
Parkway Senior Center  
220 Memorial Parkway  
Utica, New York 13501

Mr. Jay Williams, ESQ  
4-6 North Park Row  
Clinton, New York 13323



**Appointment to a One Year Term expiring 2014**

Gale Barone  
Rome Hospital  
1500 North James Street  
Rome, New York 13440

Adelaide Foresti  
1304 Centennial Circle  
Utica, New York 13501

Lucretia Hunt  
903 Bleecker Street  
Utica, New York 13501



Edward Jackson  
315 Leah Street  
Utica, New York 13501

Dr. A. Rashid  
OFA/OCC Medical Director  
6542 Fairview Lane  
Rome, New York 13440

**Appointment Ex-Officio**

Ava Dorfman  
Senior Citizen Council of Rome  
202 Maple Street  
Rome, New York 13440

Joseph Fusco  
Rome Mayor  
198 N. Washington Street  
Rome, New York 13440

Robert Palmieri  
Utica Mayor  
1 Kennedy Plaza  
Utica, New York 13502

Mr. Herbert Thorpe  
6068 Shed Rd  
Rome, NY 13440

William Vineall  
Sherrill Mayor  
377 Sherrill Road  
Sherrill, New York 13461

The Federal Older Americans Act requires each Office for the Aging to establish an Advisory Council to represent the interests of senior citizens.

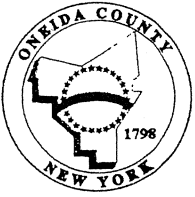
Therefore, I respectfully request that you approve these appointments and forward to the County Board of Legislators.

Sincerely,



Michael J. Romano  
Director

MJR/paa



COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

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

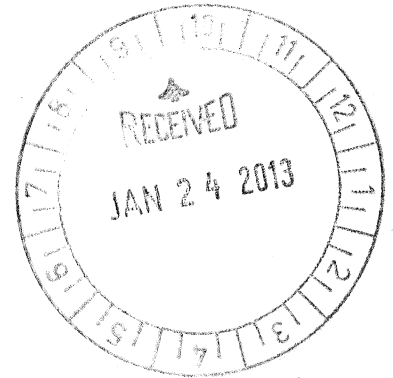
ONEIDA COUNTY OFFICE BUILDING  
800 PARK AVENUE  
UTICA, NEW YORK 13501  
(315) 798-5800  
FAX: (315) 798-2390  
www.ocgov.net

January 17, 2013

Oneida County  
Board of Legislators  
800 Park Ave.  
Utica, NY 13501

FN 20 13-053

**WAYS & MEANS**



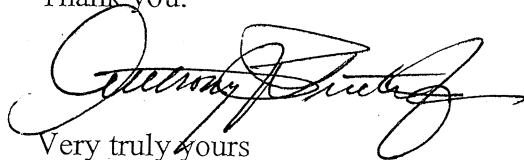
Honorable Members:

I submit herewith for your approval the reappointment of David Glenn, Donald Goodenough and Hobart Dana to the Oneida County Fire Advisory Board.

These gentlemen have been serving on this board and their current term has just expired at the end of 2012. They have been recommended for reappointment by the President of the Oneida County Fireman's Association. Their term of office will be for 2013-2014.

I respectfully request that you approve of their appointments at your earliest convenience.

Thank you.

  
Very truly yours

Anthony J. Picente Jr.  
Oneida County Executive

Cc: Stanley E. Borek

16-January-2013

Oneida County Volunteer  
Firemen's Association, Inc.  
5485 Trenton Road  
Deerfield, NY 13502

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

County Executive Picente,

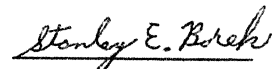
The terms of three (3) Oneida County Volunteer Firemen's Association, Inc. (OCVFA) members on the Oneida County Fire Advisory Board expired in December 2012.

As the current President of the OCVFA for the 2012-2014 term I nominate for reappointment these members of the Association to continue to represent it on this Board. They are: David Glenn of the Whitesboro Fire Department (FD), Donald Goodenough of the Cassville FD, and Hobart Dana of the Floyd FD. The terms for these gentlemen will expire December 2014.

They will serve on this Board along with Association members: David Jacobiwicz of the Whitesboro FD, Nelson Blau of the Deansboro FD, and Timothy Thomas of the Remsen FD. The terms of these gentlemen will expire in December 2013.

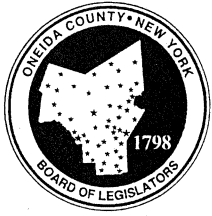
If you need more information on this matter, please contact me at either (315) 330-2095 (Work) or (315) 736-3467 (Home).

Respectfully yours,



Stanley E. Borek  
President, OCVFA  
New York Mills FD

CC: Kevin W. Revere, Fire Coordinator  
Oneida County Emergency Services



# 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

Frank D. Tallarino  
Minority Leader

January 24, 2013

FN 20 13-054

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

## WAYS & MEANS

Dear Mr. Billard:

The period for "Open Enrollment", for farm-land owners was designated as January 1 through January 31, 2013 pursuant to Agriculture & Markets Law. An "open enrollment" period allows the opportunity for landowner inclusion in an agricultural district, without waiting till the traditional review period of an individual district.

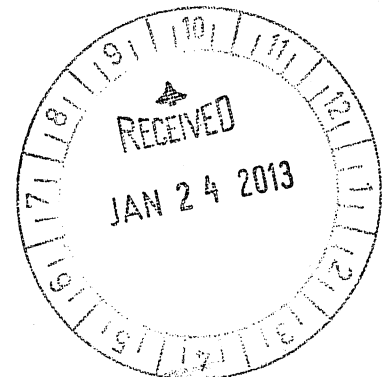
Now, at the request of the Farmland Protection Board, it necessary to schedule a Public Hearing on the results of this open enrollment, therefore, please prepare a docket scheduling a Public Hearing for **11:30 AM on Tuesday, March 26, 2013** at Cornell Cooperative Extension,

In order to allow ample time to notify the newspapers and the towns involved, I would ask that the Ways & Means Committee and Board of Legislators vote upon this docket at the meeting of **March 13, 2013.**

Respectfully submitted,

Phyllis M. Parry  
Deputy Clerk of the Board

pp  
Cc: All FPB Members





# ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building  
800 Park Avenue ♦ Utica, New York 13501-2975  
(315) 798-5910 ♦ fax (315) 798-5603

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

GREGORY J. AMOROSO  
COUNTY ATTORNEY

February 1, 2013

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

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

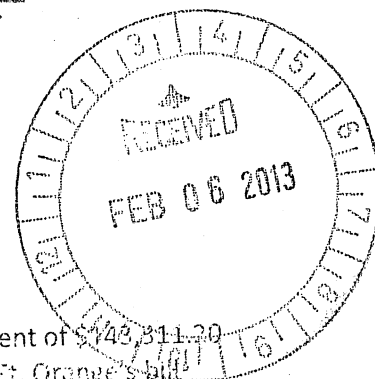
Anthony J. Picente, Jr.  
County Executive

Date: 2/6/13

FN 20 13-055

Re: 2012 General Election Ballots

**WAYS & MEANS**



Dear Mr. Picente:

I respectfully request that you ask the Board of Legislators to approve payment of \$748,311.20 to Ft. Orange Press in Albany for printing costs of the 2012 general election ballots. Ft. Orange's bill detailing the charges is attached.

Two separate factors are relevant to this request:

First, the Comptroller cannot pay the bill because no purchase order was obtained prior to the ballots being ordered. Without such purchase order, or a contract, payment cannot be processed without Board approval, even though the amount of the charge per ballot is allowed by state contract.


Second, you will recall that the ballots had to be reprinted to correct President Obama's first name. An additional amount is owed due to the reprinting of those ballots. Robert Witko of Ft. Orange assured me that the error could not have been caught by his company before the first set of ballots was printed. He indicates that the process at their end is completely automated, with layout and typesetting the responsibility of the Board of Elections. Unlike the pre-HAVA practice of the printer doing the typesetting; they now do not proofread the ballots before printing, and cannot do so due to laws regarding ballot security. He is willing to come to Utica and explain the process in more detail to the Legislators, if they so desire.

The cost for preparing the first set of ballots was \$77,520 and there was an additional charge of \$3,271.20 for test ballots as shown on the bill. The cost for the corrected ballots was an additional \$77,520 but, in your prior conversation with Mr. Witko, he agreed to a county discount of \$10,000 due to the County's longstanding relationship with Ft. Orange Press and the circumstances of this matter. He has now agreed to an additional \$5,000 discount but stresses that this is a courtesy based on a

longstanding relationship, not an admission of responsibility on Ft. Orange's part, and is contingent on payment being received by the end of March.

I believe that the Ft. Orange claim is valid, and that the current offer is reasonable on the vendor's part and as good as we can hope to obtain. Please request Board action, as stated, at the March meeting.

Very truly yours,

A handwritten signature in cursive script that reads "Harris J. Samuels".

Harris J. Samuels, Esq.  
Assistant County Attorney

Cc: Russell Stewart  
Rose Grimaldi



# Invoice

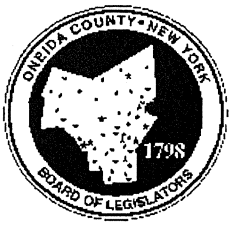
Remit to: Fort Orange Press, Inc.  
 11 Sand Creek Road  
 Albany NY 122051442  
 Telephone: (518) 489-3233

**Bill to:** Commissioners  
 Oneida County Board Of Elections  
 Attn: Pam Mandryck  
 Union Station  
 321 Main Street, 3rd Floor  
 Utica NY 13501

260531

**Invoice Number:** 19297  
**Invoice Date:** 10/31/2012  
**Page:** 1 of 1

Quantity	Description	Amount
	<b>Job:</b> 58105 <b>Ship to:</b> <b>Salesperson:</b> Election 26 <b>Purchase Order:</b> <b>Customer Order:</b> <b>Date Shipped:</b> 11/1/2012  General Election 2012  Official Optical Scan Ballots-Printed to NYS Specifications and Dominion Certification Standards Including Ballot Stub, Sequential Numbering and cover with Ballot ID Number & Election District.	
136,000	Official Optical Scan Ballots @ .57 ea	77,520.00
136,000	Re-print Official Optical Scan Ballots @ .57 ea Less: Good Faith Discount	77,520.00 -10,000.00
2,726	Official Pre-marked Test Ballots @ 1.20 ea	3,271.20
	TERMS: PAYMENT DUE UPON RECEIPT. 1.5% Per month service charge added to balances not paid within 30 days from invoice date. **We accept American Express, Visa and M/C**	
	<b>Subtotal:</b>	148,311.20
	<b>Job Total:</b>	148,311.20
	<b>Invoice Total:</b>	148,311.20



# ONEIDA COUNTY BOARD OF LEGISLATORS

*Frank D. Tallarino, Minority Leader*

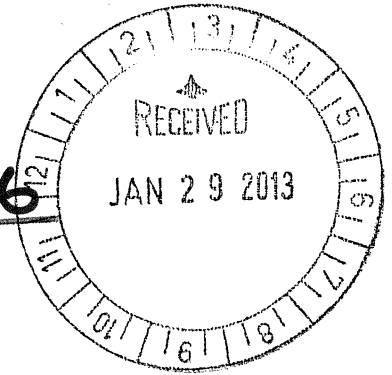
7883 West Thomas St., Rome, NY 13440 Phone: (315) 337-6340

30 January 2013

Oneida County Board of Legislators  
Gerald J. Fiorini, Chair  
800 Park Ave – FL 10  
Utica, NY 13501

FN 20 13-056

**WAYS & MEANS**



Dear Chairman Fiorini:

Please find enclosed within the recommendations of the Democrat Minority Leader for appointment to the Oneida County Board of Legislators Ethics Committee. The names and contact information of the two individuals are as follows:

Michael J. Hennessey  
439 Betsinger Ave  
Sherrill, NY 13461

M. Julie Miller  
466 Tryon Road  
Utica, NY 13502

Each of these people has substantial government affairs experience as well as demonstrated practical application of sound judgment. In addition, each offers varied backgrounds including legal and financial which may be quite helpful in certain scenarios. They will provide a balanced and thorough approach to the efforts of the Ethics Committee and I highly recommend their appointment.

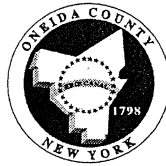
Sincerely,

FRANK D. TALLARINO (D-7)  
ONEIDA COUNTY LEGISLATOR, MINORITY LEADER



Anthony J. Picente, Jr.  
County Executive

Lucille A. Soldato  
Commissioner

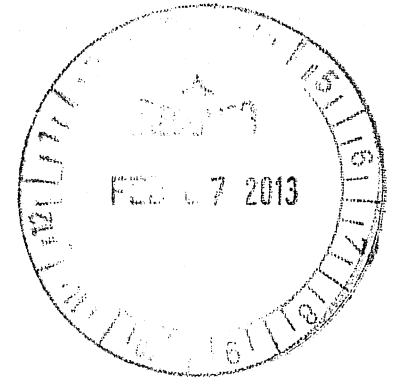


## ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building 800 Park Avenue Utica, NY 13501

February 7, 2013

FN 20 13 - 057



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

WAYS & MEANS

Dear Mr. Picente:

There is a need to transfer funds in the **2012** budget to cover a year end shortage in the Heap Rent/Lease account. We have identified sources of funds within the 2012 budget to accommodate this transfer.

Therefore, we are asking for your approval and, subsequent Board approval of the following transfers:

To:	A6015.417	Heap – Rent/Lease Space	\$6,250
From:	A6015.495	Heap – Other Expenses	\$6,250

Sincerely,

Lucille A. Soldato  
Commissioner

Cc: Tom Keeler

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

Anthony J. Picente, Jr.  
County Executive

Date 2/7/13

ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara  
District Attorney

Michael A. Coluzza  
First Assistant

Dawn Catera Lupi  
First Assistant

Kurt D. Hameline  
Laurie Lisi  
Matthew P. Worth  
Joseph A. Saba  
Grant J. Garramone  
Steven G. Cox  
Stacey L. Paolozzi  
Bernard L. Hyman, Jr.  
Todd C. Carville  
Robert L. Bauer

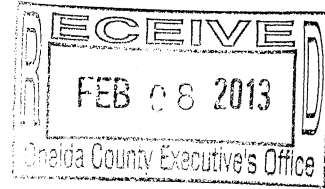
Michael R. Nolan  
Kurt D. Schultz  
Kara E. Wilson  
Joshua L. Bauer  
Christopher D. Hameline  
Steven P. Feiner  
Sarah F. DeMellier  
Luke C. Davignon  
Lacy J. Redwine

FN 20 13 - 058

January 29, 2013

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

**PUBLIC SAFETY**



**WAYS & MEANS**

Dear Mr. Picente:

Enclosed please find documents pertaining to the expenses incurred by the Oneida County District Attorney's Office with regard to the investigation and/or prosecution of State of New York inmates.

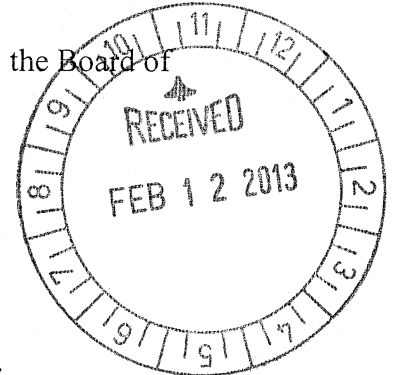
Please review this material at your earliest convenience and forward it to the Board of Legislatures for their review and approval.

If you have any questions or concerns, please contact my office.

Thank you.

Very truly yours,

Scott D. McNamara  
Oneida County District Attorney



se

Encs. State Billing 2012 Summary of Cases  
State Aid Voucher  
Proposed Resolution

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

Anthony J. Picente, Jr.  
County Executive

Date: 2/11/13

## PROPOSED RESOLUTION

**WHEREAS**, certain inmates incarcerated in the Central New York Psychiatric Center, Marcy Correctional Facility, Mid-State Correctional Facility and Mohawk Correctional Facility, said inmates being in the custody of the New York State Department of Corrections, all institutions being located in the County of Oneida, have been the subject of an investigation and/or prosecution for the commission of various crimes while incarcerated in the aforementioned facilities, and

**WHEREAS**, the Oneida County District Attorney has conducted investigations of said crimes occurring in Oneida County and prosecuted said inmates, and

**WHEREAS**, Section 606 of the Correction Law mandates payments of state funds to the county for expenses incurred in the investigations of said crimes and the prosecution of state inmates, and

**WHEREAS**, the Oneida County District Attorney has certified to the Board that the expenses associated in the investigation and prosecution of alleged crimes committed by: Michael Ball, Kennard Blount, Omar Correa, Troy Daniels, Child Dennis, Willie Green, Charles Hatchett, Vernon McKee, Vincent Miller, Samuel Monroe, Luis Ortiz, Anthony Reyes, Jeremiah Reynolds, Calvin Scantlebury, Angel Silva, Mark Smith, Emerson Whitmore and Rahmir Williams amount to \$12,014.37, now, therefore,

**BE IT RESOLVED**, that this Resolution and the attached statement of the expense of the District Attorney be forwarded to the New York State Department of Corrections as required by Section 606 of the Correction Law.

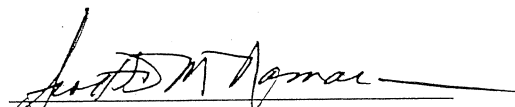
STATE BILLING 2012  
SUMMARY OF CASES

INMATE	TOTAL
Michael Ball	251.80
Kennard Blount	352.16
Omar Correa	351.26
Troy Daniels	236.83
Childs Dennis	329.48
Willie Green	80.27
Charles Hatchett	411.28
Vernon McKee	584.86
Vincent Miller	5,031.23
Samuel Monroe	195.88
Luis Ortiz	366.53
Anthony Reyes	229.33
Jeremiah Reynolds	581.56
Calvin Scantlebury	333.18
Angel Silva	402.26
Mark Smith	234.40
Emerson Whitmore	370.31
Rahmir Williams	1,671.75
Total	12,014.37

Time expended on 12/31/12 by Susan Engesser preparing state billing for reimbursement: one hour at \$31.41 per hour = \$31.41 plus 49.3% in fringe benefits = \$46.89

Total	\$46.89
Grand Total	\$12,061.26

I hereby certify that the above expenses were incurred with regard to the investigation and/or prosecution of the above-entitled matters.

  
Scott D. McNamara  
Oneida County District Attorney

STATE  
OF  
NEW YORK

# STATE AID VOUCHER

Voucher No.

1 Originating Agency <i>NYS Dept of Corrections</i>		Orig. Agency Code		Interest Eligible (Y/N) <i>N</i>	
Payment Date / (MM) (DD) (YY) <i>1 / 1</i>		OSC Use Only		Liability Date (MM) (DD) (YY) <i>1 / 1</i>	
2 Payee ID <i>156-00-04160</i>		Additional	3 Zip Code <i>13501</i>	Payee Amount	
4 Payee Name (Limit to 30 spaces) <i>Oneida County</i>		IRS Code	IRS Amount		
Payee Name (Limit to 30 spaces) <i>District Attorney</i>		Stat. Type	Statistic	Indicator-Dept.	Indicator-Statewide
Address (Limit to 30 spaces) <i>235 Elizabeth Street</i>		5 Ref/Inv. No. (Limit to 20 spaces) <i>A2306 State Inmates</i>			
Address (Limit to 30 spaces)		Ref/Inv. Date (MM) (DD) (YY) <i>1 / 1</i>			
City (Limit to 20 spaces) <i>Utica</i>	(Limit to 2 spaces) →	State <i>NY</i>	Zip Code <i>13501</i>		

6 Date Paid	Check or Voucher No.	Description of Charges (If Personal Service, show name, title, period covered)	Amount	
			Dollars	Cents
		<i>Expenses associated with the 12,014 investigation and prosecution of alleged crimes committed by inmates of the NYS Correctional Facilities as per attached list.</i>	<i>12,014</i>	<i>37</i>

7 State Aid Program or Applicable Statute:		TOTAL	<i>12,014</i>	<i>37</i>
8 Payee Certification: I certify that the above expenditures have been made in accordance with the provisions of the Applicable Statute; that the claim is just and correct; that no part thereof has been paid except as stated; that the balance is actually due and owing, and that taxes from which the State is exempt are excluded.		Less Receipts		
→ Signature in Ink <i>[Signature]</i> Title <i>Comptroller</i> Name of Municipality <i>Oneida County</i>		NET	<i>12,014</i>	<i>37</i>
		<i>100</i> % State Aid Claimed		

FOR STATE AGENCY USE ONLY

STATE COMPTROLLER'S PRE-AUDIT

Merchandise Received	I certify that this claim is correct and just, and payment is approved.		State Aid	
Date	By _____		Verified	Certified For Payment of State Aid Amount
Page No.	Date _____		Audited	
By _____			By _____	

Expenditure						Liquidation					
Cost Center Code				Object	Accum		Amount	Orig. Agency	PO/Contract	Line	F/P
Dept.	Cost Center Unit	Var.	Yr.		Dept.	Statewide					

Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens



Chief Deputy Gabrielle O. Liddy  
Chief Deputy Dean Obernesser

*Sheriff Robert M. Maciol*

January 31, 2013

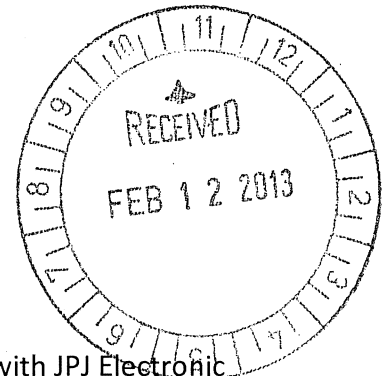
The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Ave  
Utica, New York 13501

FN 20 13-059

**PUBLIC SAFETY**

Re: JPJ Electronic Communications

**WAYS & MEANS**



Dear County Executive Picente:

The Sheriff's Office is requesting approval of the renewal of a five year contract with JPJ Electronic Communications for the rental and maintenance of a trunked radio system. This system enables us to communicate with New Hartford and Utica Police Departments. The Sheriff's Office has used this system since 2003. We currently have a total of 49 radios and a combination of Mobile and Portables.

If you find the enclosed contract acceptable, I am requesting your approval by way of signature. 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*  
Robert M. Maciol  
Sheriff

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

*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive  
Date 2/12/13

**Oneida County Department/Office:** Sheriff's Office

**Competing Proposal:**  
**Only Respondent:**  
**Sole Source RFP: XXX**  
**Other:**

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**Name of Proposing Organization:** JPJ Electronic Communications, Inc.

**Title of Activity or Service:** Trunked Radio Equipment Maintenance/Lease

**Proposed Dates of Operation:** January 30, 2013 – January 30, 2018

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

**Summary Statements**

**1) Narrative Description of Proposed Services:** Lease and Maintenance of Trunked Radio Equipment from JPJ Electronic Communications

**2) Program/Service Objectives and Outcomes:** Trunked System allows for the use of Air time with JPJ between Sheriff's Office and New Hartford/Utica Police Departments.

**3) Program Design and Staffing:**

**Total Funding Requested:** \$82,740 over a five year period

**Account #:** A3151.413 (\$60,180) A3151.493 (\$22,560)

**Oneida County Dept. Funding Recommendation:** Recommend Funding

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

**Cost Per Client Served:**

**Past Performance Data:** Good

**Oneida County Department/Office Staff Comments:** This is a 5 year contract with JPJ with no cost increase in that time frame. JPJ is the Sole Source provider as they own the network to which the radio system is broadcast.



## TRUNKED RADIO SUBSCRIBER RENTAL AND SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between JPJ Electronic Communications, Inc., a New York Corporation, hereinafter referred to as "JPJ" and Oneida County, hereinafter referred to as "County", a municipal corporation in New York State, with offices located at 800 Park Avenue, Utica, New York, 13501, on behalf of Oneida County Sheriff, (Sheriff), hereinafter referred to as "Subscriber", named on the attached Radio Subscriber Rental and Service Agreement Order Form "Order Form".

WHEREAS, Subscriber desires to receive two way radio communications service as authorized by station licenses issued to JPJ or it's assigns, in accordance with the applicable provisions of the Federal Communications Commission's (FCC) rules and regulations, and JPJ agrees to provide such service on behalf of the licensees and assigns to the subscriber; and

WHEREAS, Subscriber desires to rent from JPJ and JPJ desires to rent to Subscriber, the equipment necessary to operate a two way radio system and associated accessories, along with the channel service required, as outlined on the attached Order Form.

NOW, THEREFORE, for and in mutual consideration of the mutual promises of the parties, it is hereby agreed as follows:

- (1) Subscriber warrants eligibility under the FCC's rules to obtain the service provided by JPJ and will use the service and equipment only for communications permitted by such regulations. Subscriber agrees to observe all statutory and regulatory requirements governing the operation of radio transmitters employed in connection with this agreement.
- (2) JPJ agrees to provide channel service, "Service", and equipment maintenance to subscriber in accordance with applicable FCC rules and standard JPJ maintenance terms.
- (3) Subscriber agrees to pay JPJ for services provided, pursuant to this agreement.
- (4) Subscriber agrees to pay JPJ for rental of equipment provided, pursuant to this agreement.
- (5) Subscriber agrees to pay for service and equipment each month ("Payments"). Payments shall be made in a form and at a location specified by JPJ invoice. Payments will be due on the first day of the billing period (monthly) in advance and payable net ten (10) days whether or not an invoice is issued by JPJ. Payments shall be effective the first day of the month following the first day of service. Upon termination of Service, payments for the full month are due. There shall be NO PRORATION, and there shall be no billing credit provided Subscriber for Subscriber's partial month's use of the Service or the Equipment.
- (6) This agreement will remain in force and effect from the date hereof for a period of sixty (60) months and shall automatically extend itself for successive monthly periods. This agreement may be terminated by either party without cause at the end of any monthly period by either party giving notice to the other in writing at the addresses listed on the Order Form. At the termination of this Agreement, Subscriber shall deliver the Equipment to JPJ at it's main office designated on the Order Form in as good condition as existed at the beginning of the term of this Agreement, reasonable wear and tear excepted.

Handwritten initials in black ink, appearing to be "JR", written over a horizontal line.



**JPJ ELECTRONIC COMMUNICATIONS, INC.**  
1 W. WHITESBORO ST., YORKVILLE, N.Y. 315-733-8495

- (7) Title of Equipment shall remain with JPJ and shall not pass to Subscriber. Subscriber shall not conceal or interfere with title of JPJ.
- (8) Subscriber acknowledges that there are no express warranties other than those appearing in this Agreement and there are no implied warranties, either of merchantability or fitness for a particular purpose, in connection with the rental of the Equipment.
- (9) JPJ may revise the Service rates or Equipment rental rates set forth in the Order Form at the end of any one (1) month period by giving the Subscriber written notice of the amount of increase at least sixty (60) days in advance of the increase. Upon receipt of any such notice Subscriber may terminate this Agreement as provided herein; otherwise, the new fees shall become effective on the date specified in any such notice. In the event of termination's herein provided, all accrued and unpaid Payments shall be due and payable forthwith.
- (10) If this Agreement is terminated for any reason by either JPJ or Subscriber, Subscriber must immediately, within fifteen (15) days of such termination, remove the coding or software that permits Subscriber access to the system. Failure to remove such coding or software within the allotted time may constitute a violation of FCC regulations and will result in forfeiture of any Subscriber deposits.
- (11) JPJ shall be liable for any interruption in the Service or in the use of the Equipment to the extent of a PRO RATA allowance based on the monthly Service or Equipment fee, as applicable, for such time interruption is attributable to the fault of JPJ. JPJ neither assumes nor shall have any liability under this agreement for failure to provide, or delay in providing, Service or in the use of Equipment due directly or indirectly to cause beyond their control, and without the fault or negligence of JPJ, including but not limited to acts of: God, public enemy, government, Subscriber or it's agents, employees or subcontractors, or any other conditions beyond the control of JPJ.
- (12) Subscriber acknowledges one hundred percent (100%) coverage of any area at all times is improbable. Experience indicates adverse propagation conditions will exist from time to time and may disrupt service. Subscriber acknowledges that satisfactory communications performance is viewed as intelligible reception over that terrain approximately ninety (90) percent of the time. Any surveys, if provided, are to indicate general parameters of expected coverage, subject to previously mentioned conditions, and are not binding as an exact representation of coverage. JPJ makes no representation or assurances as to the satisfactory communication performance or useful signal range afforded by the system.

**JPJ ELECTRONIC COMMUNICATIONS, INC.**  
1 W. WHITESBORO ST., YORKVILLE, N.Y. 315-733-8495

(13) Subscriber agrees to have all rental Equipment installed, maintained and serviced by JPJ at the JPJ facility unless otherwise agreed to in advance and in writing by JPJ

(14) No revision of this Agreement shall be valid unless made in writing and signed by an officer of JPJ and an authorized agent of the Subscriber.

(15) No assignment or transfer, in whole or in part, of this Agreement shall be binding upon JPJ without consent in writing and signed by an officer of JPJ.

(16) The Subscriber shall indemnify and hold harmless JPJ, and its employees and other agents, from and against any claims, liabilities, damages, judgments or other losses (including attorneys' fees) imposed upon or incurred by them arising out of or as a result of any acts or omissions of the Subscriber, or its officers, directors, employees or other agents, in connection with the performance of any of their respective obligations under this Agreement.

(17) JPJ agrees that it shall indemnify and hold harmless the Subscriber, and its employees and other agents, from and against any claims, liabilities, damages, judgments or other losses (including attorneys' fees) imposed upon or incurred by them arising out of or as a result of any acts or omissions of JPJ, or its officers, directors, employees or other agents, in connection with the performance of any of their respective obligations under this Agreement.

Signed:

Subscriber:

JPJ Electronic Communications, Inc.

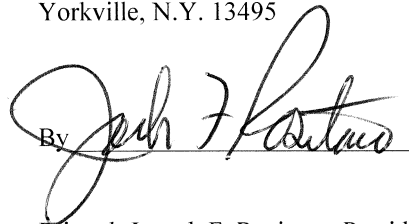
Oneida County, New York

1 West Whitesboro St.

800 Park Avenue

Yorkville, N.Y. 13495

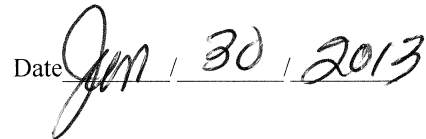
Utica, NY 13501

By 

By: \_\_\_\_\_

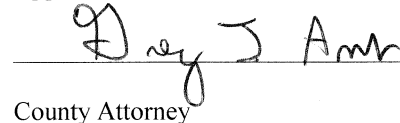
Printed: Joseph F. Rositano, President

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

Date 

Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Approved as to Form

  
County Attorney

Subscriber Name: Oneida County Sheriff  
 Mailing Address: 6065 Judd Rd. Oriskany, NY 13424

JPJ ELECTRONIC COMMUNICATIONS INC.  
 1 W. WHITESBORO ST. YORKVILLE, NY 13495 315-733-8495  
 SUBSCRIBER EQUIPMENT RENTAL SERVICE  
 AGREEMENT ORDER FORM

CUSTOMER	S/N	LID MOD	ASSIGNED TO	COMMENTS	EQ	MAINT	CHSV	TOTAL
ONEIDA CO SHERIFF	9215930	0091 M7100	K-91	RENTAL UNIT		\$22.00	\$8.00	\$39.00
ONEIDA CO SHERIFF	9215931	0092 M7100	K-92	CUSTOMER OWNED		\$0.00	\$9.00	\$17.00
ONEIDA CO SHERIFF	9083260	0093 500M	K-93	CUSTOMER OWNED		\$0.00	\$8.00	\$17.00
ONEIDA CO SHERIFF	9216202	0093 M7100	K-93	RENTAL UNIT		\$22.00	\$8.00	\$39.00
ONEIDA CO SHERIFF	9216203	0095 M7100	K-95	RENTAL UNIT		\$22.00	\$8.00	\$39.00
ONEIDA CO SHERIFF	0410022	0400 500M	400	CUSTOMER OWNED		\$0.00	\$9.00	\$17.00
ONEIDA CO SHERIFF	9216205	0403 M7100	403	CUSTOMER OWNED		\$0.00	\$9.00	\$17.00
ONEIDA CO SHERIFF	385615	0405 500M	405	CUSTOMER OWNED		\$0.00	\$9.00	\$17.00
ONEIDA CO SHERIFF	9216204	0410 M7100	410	RENTAL UNIT		\$22.00	\$8.00	\$39.00
ONEIDA CO SHERIFF	396067	0414 500M	414	CUSTOMER OWNED		\$0.00	\$9.00	\$17.00
ONEIDA CO SHERIFF	9216397	0419 M7100	419	RENTAL UNIT		\$22.00	\$8.00	\$39.00
ONEIDA CO SHERIFF	1481368	0421 MDX	421	CUSTOMER OWNED		\$0.00	\$9.00	\$17.00
ONEIDA CO SHERIFF	0901239F	0423 LPE200	423	RENTAL UNIT		\$25.00	\$8.00	\$42.00
ONEIDA CO SHERIFF	0003U5P	0424 LPE200	424	RENTAL UNIT - WAS UTICA ARSON STRIKE FORCE		\$25.00	\$8.00	\$42.00
ONEIDA CO SHERIFF	406285	0426 500M	426	CUSTOMER OWNED NOT IN SERVICE ON SHELF AT OCS GARAGE		\$0.00	\$9.00	\$17.00
ONEIDA CO SHERIFF	00056FJ	0426 LPE200	426	RENTAL UNIT - WAS UTICA ARSON STRIKE FORCE		\$25.00	\$8.00	\$42.00
ONEIDA CO SHERIFF	102016	0430 LPE200	430	RENTAL UNIT - WAS UTICA ARSON STRIKE FORCE		\$25.00	\$8.00	\$42.00
ONEIDA CO SHERIFF	00056J8	0431 LPE200	431	RENTAL UNIT - WAS UTICA ARSON STRIKE FORCE		\$25.00	\$8.00	\$42.00
ONEIDA CO SHERIFF	102014	0432 LPE200	432	RENTAL UNIT - WAS UTICA ARSON STRIKE FORCE		\$25.00	\$8.00	\$42.00
ONEIDA CO SHERIFF	9803286	0434 LPE200	434	RENTAL UNIT		\$25.00	\$8.00	\$42.00
ONEIDA CO SHERIFF	9803338	0435 LPE200	435	RENTAL UNIT		\$25.00	\$8.00	\$42.00
ONEIDA CO SHERIFF	9803348	0436 LPE200	436	RENTAL UNIT		\$25.00	\$8.00	\$42.00
ONEIDA CO SHERIFF	9803405	0438 LPE200	438	RENTAL UNIT		\$25.00	\$8.00	\$42.00
ONEIDA CO SHERIFF	9216399	0448 M7100	448	RENTAL UNIT		\$22.00	\$8.00	\$39.00
ONEIDA CO SHERIFF	9215846	0482 M7100	482	CUSTOMER OWNED		\$0.00	\$9.00	\$17.00
ONEIDA CO SHERIFF	406618	0451 500M	451	CUSTOMER OWNED		\$0.00	\$9.00	\$17.00
ONEIDA CO SHERIFF	9216206	0452 M7100	452	CUSTOMER OWNED		\$0.00	\$9.00	\$17.00
ONEIDA CO SHERIFF	9216398	0453 M7100	453	CUSTOMER OWNED		\$0.00	\$9.00	\$17.00
ONEIDA CO SHERIFF	60029647	0456 ORION	456	CUSTOMER OWNED		\$0.00	\$9.00	\$17.00
ONEIDA CO SHERIFF	9216401	0458 M7100	458	CUSTOMER OWNED		\$22.00	\$8.00	\$39.00
ONEIDA CO SHERIFF	9216403	0461 M7100	461	RENTAL UNIT		\$22.00	\$8.00	\$39.00
ONEIDA CO SHERIFF	9216404	0461 M7100	461	RENTAL UNIT		\$22.00	\$8.00	\$39.00
ONEIDA CO SHERIFF	1799281	0462 ORION	462	CUSTOMER OWNED REPLACED 500M S/N 384088		\$0.00	\$9.00	\$17.00
ONEIDA CO SHERIFF	9216405	0463 M7100	463	RENTAL UNIT		\$22.00	\$8.00	\$39.00
ONEIDA CO SHERIFF	385182	0466 500M	466	CUSTOMER OWNED		\$0.00	\$9.00	\$17.00
ONEIDA CO SHERIFF	9216402	0466 M7100	466	RENTAL UNIT		\$22.00	\$8.00	\$39.00
ONEIDA CO SHERIFF	9216406	0467 M7100	467	RENTAL UNIT		\$22.00	\$8.00	\$39.00
ONEIDA CO SHERIFF	2340050	0468 ORION	468	CUSTOMER OWNED REPLACED 500M S/N 385533		\$0.00	\$9.00	\$17.00
ONEIDA CO SHERIFF	406614	0469 500M	469	CUSTOMER OWNED		\$0.00	\$9.00	\$17.00
ONEIDA CO SHERIFF	9216400	0469 M7100	469	RENTAL UNIT		\$22.00	\$8.00	\$39.00
ONEIDA CO SHERIFF	382388	0473 500M	473	CUSTOMER OWNED		\$0.00	\$9.00	\$17.00
ONEIDA CO SHERIFF	1812605	0480 ORION	480	RENTAL UNIT REPLACED 500M S/N 9084965		\$22.00	\$8.00	\$39.00
ONEIDA CO SHERIFF	418352	0481 500M	481	CUSTOMER OWNED		\$0.00	\$9.00	\$17.00
ONEIDA CO SHERIFF	428137	0482 500M	482	RENTAL UNIT		\$22.00	\$8.00	\$39.00
ONEIDA CO SHERIFF	9082224	0483 500M	483	CUSTOMER OWNED		\$0.00	\$9.00	\$17.00
ONEIDA CO SHERIFF	0545395	9103 MRK	9103	CUSTOMER OWNED		\$0.00	\$9.00	\$17.00
ONEIDA CO SHERIFF	289636	9104 MRK	9104	CUSTOMER OWNED		\$0.00	\$9.00	\$17.00
ONEIDA CO SHERIFF	4183517	16107 500M	COUNTY OFFICE BLDG	CUSTOMER OWNED LT. CONBOY		\$0.00	\$0.00	\$17.00
ONEIDA CO SHERIFF	NONE	NONE H2VP6E-LPE	L.T. LISI VEHICULAR CHARGER			\$0.00	\$0.00	\$0.00
						\$580.00	\$423.00	\$1,379.00

## ADDENDUM

THIS ADDENDUM, entered into on this \_\_\_ day of \_\_\_\_\_, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

### **1. Executor or Non-Appropriation Clause.**

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

### **2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

Pursuant to Oneida County Board of 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).

1 W. Whitesboro ST

Yorkville, NY 13495

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

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

**4. Health Insurance Portability and Accountability Act (HIPAA).**

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as “HIPAA,” as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County’s clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
  1. The Contractor may use and disclose protected health information for the Contractor’s own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;



6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

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

**6. Worker's Compensation Benefits.**

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

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

**9. Non-Collusive Bidding Certification.**

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

**10. Records.**

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

**11. Identifying Information and Privacy Notification.**

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

**12. Conflicting Terms.**

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

**13. Governing Law.**

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

**14. Prohibition on Purchase of Tropical Hardwoods.**

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

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

**15. Compliance with New York State Information Security Breach and Notification Act.**

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

**16. Gratuities and Kickbacks.**

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

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

## **17. Audit**

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

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

## **18. Certification of compliance with the Iran Divestment Act.**

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

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

**County of Oneida**

By: \_\_\_\_\_

Oneida County Executive

**Contractor**

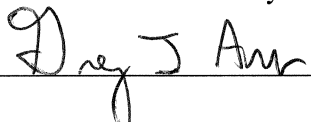
JPJ ELECTRONIC COMMUNICATIONS  
1 W. WHITESBORO ST.  
YORKVILLE, NY 13495

By:  \_\_\_\_\_

Name:

Jan 30, 2013

Approved as to Form only

 \_\_\_\_\_

Oneida County Attorney

ANTHONY R. CARVELLI  
COMMISSIONER

ONEIDA COUNTY

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

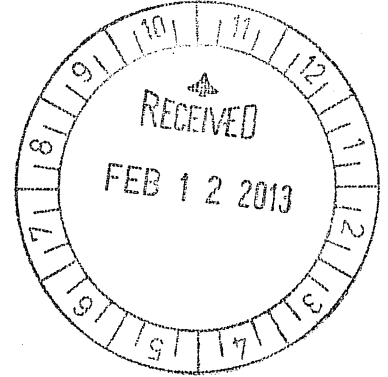
County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501  
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net

February 8, 2013

FN 20 13 - 060  
GOVERNMENT OPERATIONS

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

**WAYS & MEANS**



Dear Mr. Picente:

Recently, the Oneida County Finance Department received a request from the Village of Clayville for a parcel of land located on Oneida Street in the Town of Paris. The parcel, identified as tax map number 377.006-1-67, has been requested for municipal use.

We recommend full Board consideration of their request for approval and respectfully request that you forward same at your earliest opportunity.

Sincerely yours,

Anthony Carvelli  
Commissioner of Finance

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

Anthony J. Picente, Jr.  
County Executive

AC/bad

Date 2/14/13

cc: Gerald Fiorini, Chairman of the Board of Legislators  
Greg Amoroso, County Attorney  
Michael Hryb, Deputy Mayor, Village of Clayville



Terry P. Dote  
Mayor

Susan M. Force  
Clerk-Treasurer

# VILLAGE OF CLAYVILLE

2505 Foundry Place; P.O. Box 274  
Clayville, New York 13322  
Phone & Fax #: 315-839-6222  
Incorporated 1887

February 7, 2013

ONEIDA COUNTY DEPARTMENT OF FINANCE  
800 Park Avenue  
Utica, NY 13501

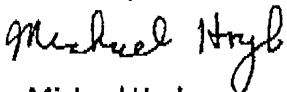
Re: Tax Map Parcel No. 377.006-1-67 – Steven Majka Parcel

Dear Commissioner:

Please be advised that the Village of Clayville has an interest in the above described property, due to the fact that a portion of the Clayville Village Park may be encroaching on said property. After discussion with a member of your Department, it was stated to the Board that the County would be willing to convey said property to the Village so long as the Village would pay for all filing fees in connection with this matter. After review, discussion, and a vote of the quorum of the Board, the Village has agreed to these terms, and would respectfully request that said property be taken off of the foreclosure rolls and not be put for auction on Thursday, February 14, 2013. We will begin the process of putting together the necessary forms for signature by a representative of your office, so I would simply ask that you please provide us with the name and address of who would be signing on behalf of the County, so as we can provide them with the documents for signature.

Thank you for your assistance in this matter, and if you have any other questions or concerns, please do not hesitate to contact me.

Sincerely,



Michael Hryb  
Deputy Mayor

enc.

ANTHONY R. CARVELLI  
COMMISSIONER

ONEIDA COUNTY

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

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

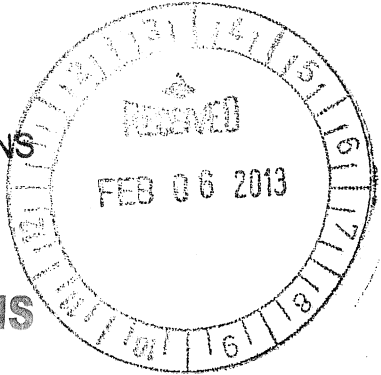
January 28, 2013

FN 20 13 - 061

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

GOVERNMENT OPERATIONS

WAYS & MEANS



Dear Mr. Picente:

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

Please forward said petitions to the Oneida County Board of Legislators for their consideration.

<u>NUMBER</u>		<u>AMOUNT</u>
5	REFUNDS	\$ 2,119.37
7	CORRECTIONS	\$11,927.82

Sincerely,

Anthony Carvelli  
Commissioner of Finance

AC:kp  
Enclosure

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

Anthony J. Picente, Jr.  
County Executive

Date 2/6/13

		ERRONEOUS ASSESSMENTS									
MUNICIPALITY	YEAR	NAME	TAX MAP NUMBERS	TAX UNPAID	AMOUNT CANCEL	TAX PAID	AMOUNT REFUND	CORRECT	AMOUNT TO "0"		
Camden	2009	Hoage, Eric	3089 90.000-2-14.2 ON			\$ 2,178.73	\$ 1,683.57	\$ 495.16	\$ -		
Marcy	2012	Brower, Carol H.	4400 292.004-1-25 NV			\$ 738.61	\$ 54.43	\$ 684.18	\$ -		
Whitestown	2009	Tobiasz Development, Co.	7089 304.000-2-48.1 SO			\$ 124.38	\$ 124.38	\$ -	\$ -		
Whitestown	2010	Tobiasz Development, Co.	7089 304.000-2-48.1 SO			\$ 127.03	\$ 127.03	\$ -	\$ -		
Whitestown	2011	Tobiasz Development, Co.	7089 304.000-2-48.1 SO			\$ 129.96	\$ 129.96	\$ -	\$ -		
Camden	2008	Hoage, Eric	3089 90.000-2-14.2 ON	\$ 2,714.72	\$ 2,105.11			\$ 609.61	\$ -		
Camden	2007	Hoage, Eric	3089 90.000-2-14.2 ON	\$ 1,099.37	\$ 841.68			\$ 257.69	\$ -		
Camden	2012	Hoage, Eric	3089 90.000-2-14.2 ON	\$ 1,341.93	\$ 825.40			\$ 516.53	\$ -		
Vienna	2013	Skellham, Frederick & Deborah	6489 214.000-1-29 QZ	\$ 1,932.99	\$ 1,099.61			\$ 833.38	\$ -		
Vienna	2011	Chan, Siu Wah	6489 234.005-1-17 RT	\$ 3,557.63	\$ 3,557.63			\$ -	\$ -		
Vienna	2012	Chan, Siu Wah	6489 234.005-1-17 RT	\$ 3,308.21	\$ 3,308.21			\$ -	\$ -		
Whitestown	2012	Tobiasz Development, Co.	7089 304.000-2-48.1 SO	\$ 190.18	\$ 190.18			\$ -	\$ -		
			TOTAL:	\$ 11,927.82	\$ 11,927.82		\$ 2,119.37	\$ -	\$ -		



## ONEIDA COUNTY BOARD OF LEGISLATORS

Howard Regner

4430 Stoney Brook Road ♦ Oneida, New York 13421

Phone: (315) 363-1694 ♦ (315) 762-8353

Email: [hjregner@yahoo.com](mailto:hjregner@yahoo.com)

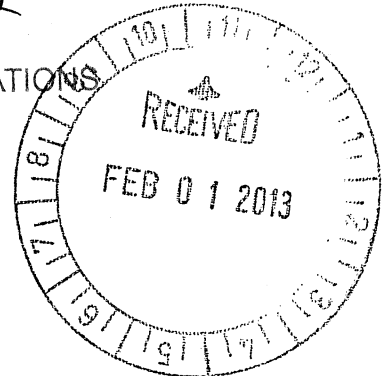
February 1, 2013

Honorable Gerald J. Fiorini, Chairman  
Oneida County Board of Legislators  
800 Park Avenue  
Utica, NY 13501

FN 20 13 - 062

GOVERNMENT OPERATIONS

**WAYS & MEANS**



Re: Senior Exemption

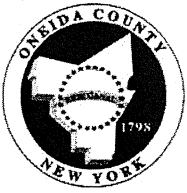
Dear Mr. Chairman,

I am writing this letter today to put forth legislation amending the Oneida County Real Property Tax Law regarding the sliding scale property tax exemptions for senior citizens with limited income.

As a member of the Health & Human Services committee, I see firsthand what effects the economy has on our senior citizens. The rising cost of medication, health care, utilities, food, and gas prices makes it very difficult for many seniors in our County to make ends meet.

Section 467 of the Real Property Tax Law was amended by the New York State Legislature in 2009, changing the adjusted income sliding scale for senior exemptions from \$29,000 to \$37,400. The last time that we as a Board amended the adjusted income scale was in 1997 with file number 97-039. At that time we increased the adjusted income scale range from \$18,500 to \$26,900, to amend file number 83-357(2) of 1983 that had an adjusted income scale ranging from \$10,500 to \$13,500.

As you can see, this is not a topic that we have visited often. The economically struggling senior citizens of our County would greatly benefit from this amendment to the Oneida County Real Property Law.



**ONEIDA COUNTY DEPARTMENT OF LAW**

Oneida County Office Building  
800 Park Avenue ♦ Utica, New York 13501-2975  
(315) 798-5910 ♦ fax (315) 798-5603

**ANTHONY J. PICENTE JR.**  
COUNTY EXECUTIVE

**GREGORY J. AMOROSO**  
COUNTY ATTORNEY

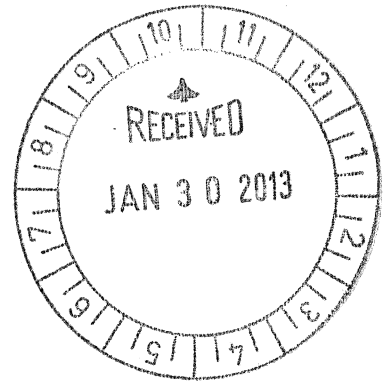
FN 20 13 - 063

January 29, 2013

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

GOVERNMENT OPERATIONS

**WAYS & MEANS**



Dear Mr. Picente:

Pursuant to Article 6 of the Public Officers Law, known as Freedom Of Information of the State of New York, the County of Oneida must adapt rules and regulations to provide information to the public. In 1975, the Oneida County Board of Legislators adopted Resolution 74-446, which sets forth certain rules and regulations.

There have been numerous amendments to the Freedom of Information Law from 1975 to the present date. Therefore, it is necessary for the Oneida County Board of Legislators to adopt updated rules and regulations.

My office has drafted updated rules and regulations and ask that you forward them to the Board of Legislators for their consideration and adoption.

Very truly yours,

*Greg J Amoroso*  
Gregory J. Amoroso  
Oneida County Attorney

cc: Oneida County Clerk, Sandra J. DePerno

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

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

Date 1/30/13

# ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY:

2<sup>ND</sup> BY:

**RE: LOCAL LAW INTRODUCTORY “ \_\_\_ ” AMENDING RESOLUTION NO. 74-446 OF 1975 PROMULGATING RULES AND REGULATIONS PURSUANT TO THE FREEDOM OF INFORMATION LAW**

Legislative Intent: To update the rules and regulations of the County of Oneida pursuant to the Freedom of Information Law, in order to comply with all amendments to Article 6 of the Public Officers Law since 1975

BE ENACTED BY THE COUNTY LEGISLATURE OF ONEIDA COUNTY AS FOLLOWS:

That Resolution No. 74-446 of 1975 shall be amended by replacing the rules and regulations pursuant to the Freedom of Information Law with the following rules and regulations set forth below, and the amended law, in its entirety, shall now read as set forth below:

### **Rules and Regulation for the Freedom of Information Law**

WHEREAS, Article 6 of the Public Officers Law, known as the Freedom of Information Law of the State of New York, has provided for regulations and rules which prescribes that certain records, documents and papers of municipalities, and their information, shall be available to the public, and,

WHEREAS, the County of Oneida must adopt rules and regulations to provide this information to the public, therefore,

In accordance with the provisions of Article 6 of the Public Officers Law, known as the Freedom of Information Law of the State of New York, and rules and regulations promulgated by the Committee on Open Government, the County of Oneida promulgates the following regulation:

- Section 1. Purpose**
- 2. Definitions**
- 3. Procedure for Obtaining Records**
- 4. Subject Matter List of Records**
- 5. Fees**
- 6. Prevention of the Unwarranted Invasion of Personal Privacy**
- 7. Grant or Denial of Access to Records**
- 8. Appeals**
- 9. Effective Date**

## **Section 1. Purpose.**

The purpose of this regulation is to set forth the methods and procedures governing the availability, location and nature of those records of the County of Oneida subject to the provisions of Article 6 of the Public Officers Law, known as the Freedom of Information Law.

## **Section 2. Definitions.**

For the purposes of this regulation:

- a. "County" means the County of Oneida, New York.
- b. "Record" or "records" means any information kept, held, filed, produced or reproduced by, with or for the County, in any physical form whatsoever, constituting:
  - i. final opinions and orders made in the adjudication of cases;
  - ii. statements of policy and interpretations which have been adopted by the County and any statistical or factual tabulations which led to the formation thereof;
  - iii. minutes of public hearings held by the County;
  - iv. external audits and statistical or factual tabulations made for the County;
  - v. administrative staff manuals and instructions to staff that affect members of the public;
  - vi. the payroll record; and
  - vii. any other information required by any provision of law to be made available for public inspection.
- c. As used in this subdivision, "statistical tabulation" means a collection or orderly presentation of numerical data logically arranged in columns and rows or graphically, and "factual tabulation" means a collection of statements of objective information logically arranged and reflecting objective reality, actual existence, or an actual occurrence. Opinions, policy options and recommendations do not constitute statistical or factual tabulations.
- d. "Payroll record" means an itemized record setting forth the name, business address, title and salary of every officer and employee of the County.
- e. "Workday" means any day except Saturday, Sunday, a public holiday or a day on which the Oneida County Office Building is otherwise closed for general business.
- f. "Regular working hours" means the hours between 9:00 a.m. and 5:00 p.m., or such other hours as may be established by the County as workday hours.
- g. "Clerk" means the Oneida County Clerk, or any of his or her assistants or any employee of the County designated by the Clerk to perform any or all of his or her functions hereunder.
- h. "Commissioner of Personnel" means the Oneida County Commissioner of Personnel, or any of his or her assistants or any employee of the County designated by the Commissioner of Personnel to perform any or all of his or her functions hereunder.
- i. "Fiscal Officer" means the officer or employee of the County responsible for certifying the Oneida County payroll.

## **Section 3. Procedure for Obtaining Records**

- a. The Clerk shall be the custodian of the records of the County, other than the payroll record. Any person wishing to inspect and/or obtain a copy of any such record, other than the payroll record, may make an application to the Clerk. Such application shall be in writing. Blank application forms may be obtained from the Clerk either: (a) personally on any workday during regular working hours at the office of the Clerk at the Oneida County Office Building in Utica, New York; (b) by mail, addressed to such office; or (c) on the County website: <http://ocgov.net/countyclerk>. Completed forms may be submitted to the Clerk either: (a) personally at such office on any workday during regular working

hours; (c) by mail, addressed to such office or to such other office as the Clerk may specify on the application form; or (d) by electronic mail, addressed to [countyclerk@ocgov.net](mailto:countyclerk@ocgov.net) or to such other address as the Clerk may specify on the application form. Within five (5) business days of the receipt of an application, in the proper form and at the appropriate time, the Clerk shall: (a) inform applicant that the request or portion of the request does not reasonably describe the records sought, including direction, to the extent possible, that would enable such applicant to request the records reasonably described; (b) make the record available; (c) deny the request in whole or in part, in writing, as provided in section 7 of this regulation; or (d) furnish a written acknowledgement of the receipt of the application and a statement of the approximate date, reasonable under the circumstances, when the request will be granted or denied in whole or in part. If a request is granted in whole or in part, but circumstances prevent disclosure to the person requesting the record within twenty (20) business days from the date of the acknowledgement of the receipt of the application, the Clerk shall state in writing the reason for the inability to grant the request within twenty (20) business days and a date certain within a reasonable period when the request will be granted in whole or in part. If a request is granted in whole or in part, upon payment of or offer to pay the prescribed fee, if applicable, the Clerk shall: (a) provide a copy of the record and certify to the correctness of the copy if so requested; or (b) certify that he or she does not have possession of the record, or the record cannot be found after a diligent search. The Clerk, in his or her discretion, may waive compliance with any formality prescribed by this subdivision, including the use of application forms prescribed by the Clerk.

- b. The Fiscal Officer shall be the custodian of the payroll record of the County. Any person wishing to inspect and/or obtain a copy of such payroll record may make an application to the Fiscal Officer in writing. Blank application forms may be obtained either: (a) personally on any workday during regular working hours at the office of the Fiscal Officer at the Oneida County Office Building in Utica, New York; (b) by mail, addressed to such office; or (c) on the County website: <http://ocgov.net/countyclerk>. Applications to inspect and/or obtain a copy of such payroll record shall be made: (a) personally on any workday during regular working hours at such office, or such other place as he or she may direct; (b) by mail, addressed to such office or to such other office as the Fiscal Officer may specify on the application form; or (c) by electronic mail, addressed to [comptroller@ocgov.net](mailto:comptroller@ocgov.net) or to such other address as the Fiscal Officer may specify on the application form. Within five (5) business days of the receipt of such an application, in the proper form and at the appropriate time, the Fiscal Officer shall search for and produce for inspection the payroll record, and/or a copy shall be provided to the applicant if one is requested.

#### **Section 4. Subject Matter List of Records.**

On behalf of the County, the Clerk shall maintain and make available for inspection and copying at his or her office a current list, reasonably detailed by subject matter, of all the types of records in the County's possession, whether or not subject to disclosure pursuant to subdivision 2 of section 87 of the Public Officers Law. Such list shall be updated annually by the Clerk, with the date of the most current update indicated on such list, and shall be in conformity with such regulations as may be promulgated by the Committee on Open Government. Any person desiring a copy of such list may request a copy thereof personally, by mail or by electronic mail as provided for in section 3 of this regulation, and one shall be supplied to him or her.

#### **Section 5. Fees.**

The fee for photocopies of records shall be such reasonable amounts as the Clerk shall establish, not in excess of twenty-five cents per photocopy. The fees for other types of records shall be such reasonable amounts as the Clerk shall also establish in accordance with subdivision c of subdivision 1 of Section 87 of the Public Officers Law. The applicant shall be informed of the estimated cost of preparing a copy if more than two hours



of the Clerk's time is needed, or an outside professional service would be retained, to prepare a copy of the record. The fee for copies of records involving electronic information shall be such reasonable amounts as the Clerk shall establish based on the actual cost of reproduction. Notwithstanding the above, the Clerk may, in his or her discretion, waive all or any portion of the fees authorized by this section for copies of records.

#### **Section 6. Prevention of Unwarranted Invasions of Personal Privacy.**

In accordance with the provisions of subdivision 2 of Section 89 of the Public Officers Law and in conformity with such guidelines as may be promulgated by the Committee on Open Government regarding the prevention of unwarranted invasions of personal privacy, the Clerk may deny access to records or portions of records that would result in an unwarranted invasion of personal privacy prior to making such record available for inspection and/or copying. Disclosures of records made in accordance with provisions of subdivision c of subdivision 2 of Section 89 of the Public Officers Law will not constitute an unwarranted invasion of personal privacy. In the event that the record is such that the personal matters cannot be fully deleted without substantially affecting the record or the identifying details cannot be effectively deleted, the Clerk shall deny access to such record or portions thereof, which will represent a denial of the request, as provided in section 7 of this regulation.

#### **Section 7. Grant or Denial of Access to Records.**

If the Clerk determines that an application to inspect and/or copy records pertains to information required to be disclosed under the Freedom of Information Law or other law, and is not exempt from disclosure as an unwarranted invasion of personal privacy or otherwise pursuant to subdivision 2 of section 87, subdivision 2 of section 89, of the Public Officers Law, or any other law, he or she shall grant the application. The Clerk shall deny an application to inspect and/or copy records if it pertains to information specifically exempt from disclosure by subdivision 2 of Section 87 of the Public Officers Law or under section 6 of this regulation pursuant to the provisions of subdivision 2 of Section 89 of the Public Officers Law, or any other law. In denying any application to inspect and/copy records the Clerk shall indicate, in writing, his or her reasons for such denial and shall advise the applicant of his right to appeal such denial to the Commissioner of Personnel.

#### **Section 8. Appeals.**

Any person whose application to inspect and/or copy records has been denied pursuant to section 7 of this regulation may appeal such denial to the Commissioner of Personnel at his/her office at the Oneida County Office Building, Utica, New York, telephone number: (315) 798-5725, within thirty (30) days of the denial. Such appeal must be in writing and must set forth: (a) the name and address of the applicant; (b) a description of the records denied; and (c) the date and location of the denial. The Commissioner of Personnel, within ten (10) business days of receipt of a written appeal, shall review the matter, and affirm, modify or reverse the denial. If the Commissioner of Personnel affirms or modifies the denial, he shall: (a) communicate in writing his or her reasons for such affirmation or modification to the person making the appeal; and (b) inform such person of his or her right to appeal such affirmation or modification under Article 78 of the Civil Practice Law and Rules.

**Section 9. Effective Date.**

WHEREAS, the Freedom of Information Law became effective on September 1, 1974, and there have been numerous amendments thereof, and whereas this regulation is essential to the effective implementation of such law as it regards the records of the County, this updated regulation is hereby adopted by the County and shall take effect on the \_\_\_\_ day of \_\_\_\_\_, 2012.

APPROVED: Government Operations ( )  
                  Ways & Means Committee ( )

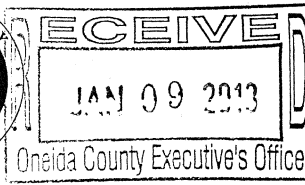
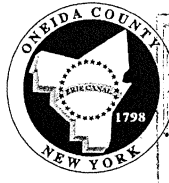
DATED:

Adopted by the following roll call vote:

YES    NAYS    ABSENT

Sandra J. DePerno  
County Clerk

Diane B. Abraham  
1st Deputy Clerk



Deputy County Clerks  
Gary Artessa  
Brenda Breen  
Patricia Ferrone  
Lynarda J. Girmonde

## CLERK OF ONEIDA COUNTY

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

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

January 9, 2013

FN 20 13 064

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

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

GOVERNMENT OPERATIONS

*[Signature]*  
Anthony J. Picente, Jr.  
County Executive

WAYS & MEANS Date 1-24-13

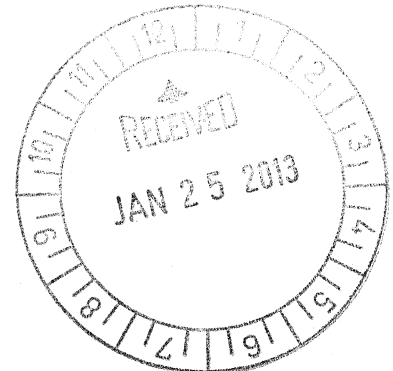
*[Signature]*  
Dear County Executive Picente:

I am requesting the Board of Legislators consideration and approval of an increase in the expenses necessary to collect the mortgage tax receipts. This is based on Section 262 of the Tax Law. As provided in Tax Law Section 262, the requested reimbursement must be approved by the Tax Commission and accompanied by a resolution approved and passed by the Board before April 1, 2013. This process was developed ten years ago to make yearly increases based on the rate of inflation rather than make larger increases at longer intervals. The expenses the Clerk's Office incurs went up this year and the current rate does not adequately reimburse the Clerk's Office for the cost of collecting this tax.

The Clerk's Office is requesting that we be allowed to charge the State of New York the actual cost of annually collecting the mortgage tax proceeds. We are requesting that the current charge be raised based on the yearly cost incurred by the County to \$424,654.00. As stated above, this increase requires Board action and must be to the STATE OF NEW YORK BY APRIL 1ST, 2013 in order to take effect.

Respectfully submitted,

*[Signature]*  
Sandra J. DePerno  
Oneida County Clerk



CC: Hon. Gerald J. Fiorini, Chairman of the Board  
Hon. Michael Waterman, Chairman, Government Operations

MORTGAGE TAX COLLECTION EXPENSE 2013

Personnel	A	B	C	D	Annual Salary Cost A x D
	Percent	Base Salary	Fringe Benefits B x 42%	Salary plus Fringe B + C	
County Clerk	9%	\$66,567	\$27,958	\$94,525	\$8,507
1st Deputy Clerk	36%	\$41,678	\$17,505	\$59,183	\$21,306
Deputy County Clerk - #5	36%	\$31,707	\$13,317	\$45,024	\$16,209
Deputy County Clerk - #6	36%	\$31,707	\$13,317	\$45,024	\$16,209
2nd Deputy Clerk - #22	36%	\$53,889	\$22,633	\$76,522	\$27,548
Deputy Clerk - #1N	36%	\$40,893	\$17,175	\$58,068	\$20,905
Senior Clerk - #14	50%	\$39,823	\$16,726	\$56,549	\$28,275
Clerk - #23	36%	\$21,876	\$9,188	\$31,064	\$11,183
Senior Clerk - #15	45%	\$22,221	\$9,333	\$31,554	\$14,199
Senior Clerk - #21	10%	\$23,247	\$9,764	\$33,011	\$3,301
Senior Clerk - #18	65%	\$39,823	\$16,726	\$56,549	\$36,757
Senior Clerk - #16	36%	\$35,552	\$14,932	\$50,484	\$18,174
Senior Clerk - #17	50%	\$37,552	\$15,772	\$53,324	\$26,662
Senior Clerk - #8	50%	\$35,040	\$14,717	\$49,757	\$24,879
Clerk - #19	36%	\$22,658	\$9,516	\$32,174	\$11,583
<b>EMPLOYEE SUB-TOTAL</b>					<b>\$285,696</b>

OTHER COSTS	A	B	C	Annual Cost A x B x C
	Percentage	Monthly Fee	No. of Months	
Computer Support Costs	27%	\$14,200	12	\$46,008
Postage	100%	\$2,510	12	\$30,120
General Office Supplies	12%	\$2,000	12	\$2,880
Copy Costs	100%	350	12	\$4,200
<b>TOTAL</b>				<b>\$83,208</b>

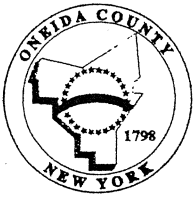
Storage Space (Inactive)	A	B	C	Annual Cost A x B x C
	No. of Cubic Feet	Cost Per Foot	No. of Months	
	35	\$6	12	\$2,520
<b>TOTAL</b>				<b>\$2,520</b>

OFFICE SPACE/LIGHT/HEAT	A	B	C	D	Annual Cost A x B x C x D
	Percentage	No. of Square Feet	Cost Per Foot	No. of Months	
General Office Area	40%	500	\$18.12	12	\$43,488
Mortgage Tax Clerk Office	80%	56	\$18.12	12	\$9,741
<b>TOTAL</b>					<b>\$53,229</b>

**TOTAL OTHER COSTS** \$138,957

**TOTAL ALL COSTS TO ONEIDA COUNTY**

**\$424,654**



COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

**ANTHONY J. PICENTE JR.**

County Executive  
ce@ocgov.net

ONEIDA COUNTY OFFICE BUILDING  
800 PARK AVENUE  
UTICA, NEW YORK 13501  
(315) 798-5800  
FAX: (315) 798-2390  
www.ocgov.net

January 2, 2013

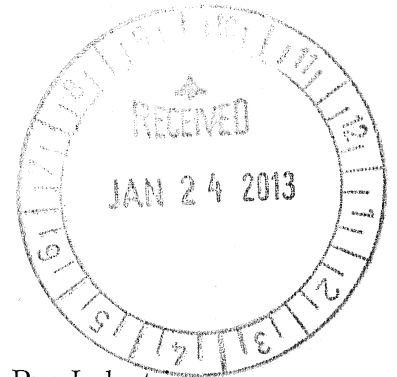
FN 20 13 065

Board of Legislators  
Oneida County Office Building  
800 Park Avenue, 10<sup>th</sup> Floor  
Utica, New York 13501

**PUBLIC WORKS**

**WAYS & MEANS**

Re: County of Oneida and Daimler Buses North America  
Agreement for Early Termination of Lease



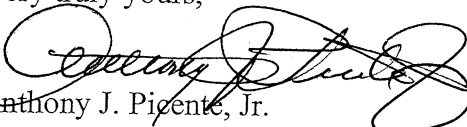
Honorable Members:

At the present time, Daimler Buses North America (as successor to Orion Bus Industries, Inc.) leases property known as "Building 13" at the former County Airport, Oriskany, NY. The lease term is scheduled to run through August 31, 2014. As you may know, Daimler announced last year that they would be discontinuing its bus manufacturing operations and indicated their desire to terminate the lease early.

After extensive negotiations, Daimler agreed to pay a stipulated lump sum payment equal to nine (9) month's rent beyond their vacate date (March 31, 2013), in consideration of which the County would release them from the remaining eight (8) month's rent. The Department of Public Works has toured the facility and advises that the leasehold improvements made by Daimler during their occupancy would fairly compensate the County and/or justify the rent abatement.

In that regard, I am submitting a proposed Lease Termination Agreement for your review and consideration and would recommend that the Board approve the same. I will be available to answer any questions concerning the proposed legislation.

Very truly yours,

  
Anthony J. Picente, Jr.  
Oneida County Executive

AJP/kdp  
Encl;

**Oneida Co. Department:** County Executive

**Competing Proposal** \_\_\_\_\_

**Only Respondent** \_\_\_\_\_

**Sole Source RFP** \_\_\_\_\_

**Oneida County Contract Summary**

**Name of Proposing Organization:** Daimler Buses North America, Inc.

**Title of Activity or Service:** Services Agreement - Termination

**Proposed Dates of Operation:** March 31, 2013

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

**Summary Statements**

**1) Narrative Description of Proposed Services:** Termination of current agreement due to the closing of Daimler's bus manufacturing operations

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

**3) Program Design and Staffing:**

**Total Funding Requested:** N/A      **Account #:**

**Oneida County Dept. Funding Recommendation:** ---

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Daimler is to pay the county a stipulated lump sum payment equal to nine (9) month's rent beyond their vacate date of March 31, 2013. The stipulated lump sum payment total is \$238,102.11.

**Cost Per Client Served:** ---

**Past Performance Data:** ---

**O.C. Department Staff Comments:**

## TERMINATION OF LEASE

**WHEREAS**, the **COUNTY OF ONEIDA**, as “Lessor” and **DAIMLER BUSES NORTH AMERICA** as successor to **ORION BUS INDUSTRIES, INC.**, as “Lessee”, having previously entered into a Lease Agreement (the “Lease”) with respect to premises commonly known as “Building 13”, Base Road, Oriskany, New York (the “Demised Premises”), bearing date of August 2002, together with all amendments (First through Fourth) thereof; and

**WHEREAS**, **DAIMLER BUSES NORTH AMERICA**, by letter dated October 23, 2012, having requested that the County consider an early termination of the Lease, effective as of March 31, 2013, and all rights and obligations due and owing thereunder; and

**WHEREAS**, the **COUNTY OF ONEIDA**, by and through its Board of Legislators having thereafter considered Daimler’s request for early termination of said Lease, and having granted that request by way of Resolution No. \_\_\_\_ of the Oneida County Board of Legislators at a regularly scheduled meeting held on \_\_\_\_\_, 20\_\_\_\_;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, and in consideration of payment of \$238,102.11 by the Lessee to the Lessor, and for other good and valuable consideration in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. That the aforementioned Lease Agreement, including all amendments thereto, entered into between the County of Oneida and Daimler Buses North America as successor to Orion Bus Industries, Inc., for premises commonly known as Building 13, Base Road, Oriskany, New York, bearing date of August 2002, shall be terminated effective as of March 31, 2013.
2. That Lessee agrees to vacate possession of the Demised Premises by March 31, 2013 and to return the premises to the Lessor in “broom clean” condition, reasonable wear and tear excepted. The Lessee shall have no obligation restore the Demised Premises to its pre-existing condition at the inception of the Lease, it being agreed that physical modifications and alterations to the building(s) will be allowed to remain.
3. That in consideration of the payment from the Lessee to the Lessor as provided for herein, the Lessor hereby releases Lessee from any further rental obligation that would otherwise accrue from April 2013 through August 2014, a period of seventeen (17) months.
4. That each party warrants and represents that the termination of the aforementioned Lease and any amendments thereto has been ratified and approved in accordance with its governing by-laws and/or procedures and that the individuals executing the within Instrument have full authority to act on behalf of and bind the respective parties.
5. That this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. That this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to its choice of law rules or principles

7. That Lessor releases and discharges Lessee, including its present and past officers, directors, employees, and successors and assigns, from all actions, causes of actions, suits, debts, sums of money, accounts, agreements, claims and demands whatsoever, in law or equity, which Lessor ever had, now has, or hereafter can have, known or unknown, suspected or unsuspected for any matter, cause or thing whatsoever arising from or in any manner related to the Lease or Lessee's use and occupancy of the Demised Premises including, but not limited to, claims for rent and repairs, but excluding claims for environmental conditions arising out of Lessee's use and occupancy of the Demised Premises.

IN WITNESS WHEREOF, the parties have caused this Instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

County of Oneida, NY

Daimler Buses North America  
As successor to Orion Bus Industries, Inc.

\_\_\_\_\_  
By: Anthony J. Picente, Jr.  
Oneida County Executive

\_\_\_\_\_  
By:

Approved as to form:

\_\_\_\_\_  
Oneida County Attorney



# Oneida County Department of Public Works

ANTHONY J. PICENTE JR.  
County Executive

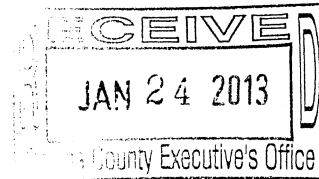
DENNIS S. DAVIS  
Commissioner

6000 Airport Road  
Oriskany, New York 13424  
Phone: (315) 793-6213 Fax: (315) 768-6299

DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

January 11, 2013

FN 20 13-066



**PUBLIC WORKS**  
**WAYS & MEANS**

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

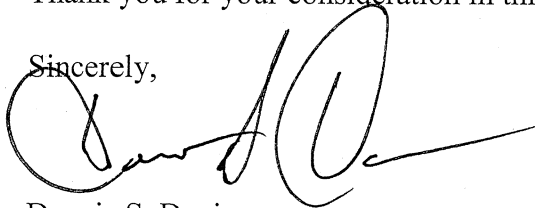
Dear County Executive Picente,

The County of Oneida does, from time to time, receive requests from public and private individuals and entities to access and use land owned by the County. In recognition of these requests, and the need to balance the desire of the County to allow for appropriate use of its lands by others with the duty of the County to protect its land interests, the Department of Public Works wishes to create a permit system allowing for such access. In consultation with the Oneida County Attorney's Office, we have drafted a proposed Local Law. The intent of this Local Law is to create a uniform and controlled permit system to allow public and private individuals and entities access to and use of land owned by the County of Oneida; to ensure that any access to and use of land owned by the County of Oneida is done in accordance with all applicable Federal, State and Local laws, rules and regulations; to ensure that any access to and use of land owned by the County of Oneida does not unreasonably interfere with the enjoyment of the public land by other users; and to provide conditions and restrictions thereon to ensure that any such use is in the best interests of the County of Oneida.

I ask that you forward this letter and the attached proposed Local Law to the Board of Legislators so that they can act on it at their next meeting. I am available to meet with you or the Board at your convenience to discuss this Local Law and explain it in more detail.

Thank you for your consideration in this matter.

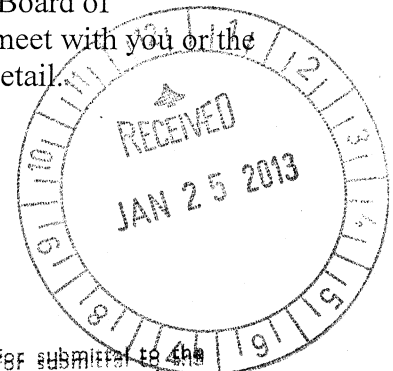
Sincerely,



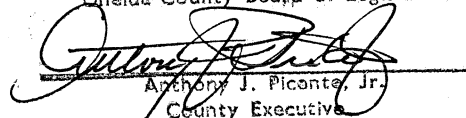
Dennis S. Davis  
Commissioner

DSD/mk

cc: County Attorney



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



Anthony J. Picente, Jr.  
County Executive

Date 1-24-13

*INTRODUCTORY  
NO.*

*F.N.*

## ONEIDA COUNTY BOARD OF LEGISLATORS

*RESOLUTION NO.*

*INTRODUCED BY:  
2ND BY:*

**RE: A LOCAL LAW PROVIDING FOR A TEMPORARY REVOCABLE ACCESS PERMIT SYSTEM FOR PUBLIC ACCESS TO AND USE OF LAND OWNED BY THE COUNTY OF ONEIDA.**

Legislative Intent: The County of Oneida does, from time to time, receive requests from public and private individuals and entities to access and use land owned by the County. In recognition of these requests, and the need to balance the desire of the County to allow for appropriate use of its lands by others with the duty of the County to protect its land interests, the County wishes to create a permit system allowing for such access. The intent of this Local Law is to create a uniform and controlled permit system to allow public and private individuals and entities access to and use of land owned by the County of Oneida; to ensure that any access to and use of land owned by the County of Oneida is done in accordance with all applicable Federal, State and Local laws, rules and regulations; to ensure that any access to and use of land owned by the County of Oneida does not unreasonably interfere with the enjoyment of the public land by other users; and to provide conditions and restrictions thereon to ensure that any such use is in the best interests of the County of Oneida.

BE IT ENACTED by the Board of County Legislators of the County of Oneida, State of New York, as follows:

### Section 1. Definitions.

As used in this Local Law, the following words, phrases, terms and their derivations shall have the meanings set forth below:

*Access* shall mean the authority to pass over property without unreasonable obstruction, and does not carry with it any rights of possession or ownership.

*Public land* means any property or open space owned, leased or controlled by the County of Oneida, which area is generally accessible and open to the public.

### Section 2. Application for Temporary Revocable Access Permit.

Any person or business that wants to use any public land for access shall apply to the Commissioner of Public Works for a Temporary Revocable Access Permit at least thirty (30) days in advance of the proposed access. The application for such Permit shall be made in writing on a form approved by the County Attorney. The application for an Access Permit shall include but not necessarily be limited to the following:

- (a) The name, address, telephone number, facsimile number and e-mail address of the Applicant.
- (b) The necessity for the proposed access, the exact location within the public land to be used for the proposed access including a location map of sufficient detail and accuracy to depict the location and extent of the proposed access, and the dates, times and duration of the proposed access.
- (c) A non-refundable application fee, to compensate the County for its time in investigating and processing the application, the amount of said fee to be set by the Commissioner of Public Works.
- (d) A sum of money to be held in escrow by the Commissioner of Public Works, to insure that the public land is left in a clean and proper condition without damage and in the same condition as it existed prior to the date of such access. Said sum of money will be in an amount acceptable to the Commissioner of Public Works. Said sum of money shall be refundable upon certification of the Commissioner of Public Works that the public land has been left in proper condition.
- (e) An access fee in an amount set by the Commissioner of Public Works, to compensate the County for any additional costs incurred by the County because of the use of the public land for access, plus a charge of five percent (5%) for administrative costs.
- (f) A proper liability insurance policy, with proof of full premiums paid to date, naming the County of Oneida as an additional insured, or other policy as deemed appropriate at the sole discretion of the County Attorney, holding the County harmless from any and all liability arising out of the use of the public land for access, in an amount acceptable to the Commissioner of Public Works.
- (g) A written acknowledgement and agreement to the following terms:
  - (1) The County does not relinquish the right to control the management of its public lands, and is entitled to enforce all necessary and proper rules for the management and operation of same.
  - (2) The Applicant is responsible for any maintenance or upkeep required for the Applicant's use of the public lands for access, including but not limited to snow plowing, shoveling and routine maintenance, and is solely liable for any damages caused to the property as a result of said routine maintenance performed by the Applicant.
  - (3) The public land will not be used for any political activity or any unlawful activity, pursuant to local, state and federal laws, rules and regulations or ordinances.
  - (4) If the public land, or any portion thereof, shall be damaged by the act, default, negligence or willful misconduct of the Applicant or of the Applicant's agents, employees, business invitees and guests, the Applicant shall pay to the County such sum as necessary to restore the public land to its previous condition and to make the County whole.
  - (5) The County is to be exempt from any and all liability for damage, injury or death to person or property of the Applicant, including the Applicant's agents, employees, business invitees and guests.

- (6) The Applicant shall defend, indemnify and hold the County harmless from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the use and/or maintenance of the public land by the Applicant and the Applicant's agents, employees, business invitees and guests.

Section 3. Issuance or denial of permit and revocation.

- (a) The Commissioner of Public Works shall issue a Temporary Revocable Access Permit conditioned on the Applicant providing all the above requested information and materials, and upon the Applicant's written agreement to comply with the above terms of the Permit, unless the Commissioner of Public Works finds that:
  - (1) The proposed use of the public land for access will interfere with another use of the public land by the County, or will interfere with another use of the public land for access for which a permit has already been issued.
  - (2) The proposed public land is deemed by the Commissioner of Public Works to be legally, physically or functionally unsuitable for the access, or is not compatible with the purpose for which the public land was acquired or is managed.
  - (3) The proposed used could compromise Oneida County's title to the land or change the mandated use of the land.
  - (4) The proposed use requires construction or installation of permanent facilities such as roads, bridges, trails, structures, towers or utility lines not authorized by law, deeded right or easement.
  - (5) The proposed use is for motor vehicle access across public land as a permanent route of ingress and egress, except where an easement or other legal encumbrance to Oneida County's title exists which authorizes such use.
  - (6) The proposed use is for use or establishment of trails that lead from private land and extend onto public land for the sole benefit of the private landowner(s) or their invitee(s).
  - (7) The information contained in the application is found to be false or nonexistent in any material detail.
  - (8) The Applicant refuses to agree by or comply with all conditions of the Permit.
  - (9) The access is deemed by the Commissioner of Public Works to be of size and nature to unreasonably interfere with the enjoyment of the public land by other users.
  - (10) The access is deemed to be in violation of any Federal, State or Local law, rule or regulation.
  - (11) A reasonable determination is made by the Commissioner of Public Works and/or the

County Attorney that the access is not in the best interest of the County.

- (b) Any denial of a Temporary Revocable Access Permit for any of the above reasons will not occur until the Commissioner of Public Works affords the Applicant notice and an opportunity to be heard in regards to the denial.
- (c) A Temporary Revocable Access Permit may be revoked for any of the above reasons set forth in subdivision (a) of this article, after the Commissioner of Public Works affords the Permit Holder notice and an opportunity to be heard in regards to the revocation. All monies paid to the County, with the exception of the escrowed monies referred to in Section 2(d) above, shall be forfeited by the Applicant in the event of a revocation of the Temporary Revocable Access Permit.
- (d) The Commissioner of Public Works is authorized to place reasonable conditions on the Temporary Revocable Access Permit, in order to ensure the safe use of the public land.
- (e) Any Temporary Revocable Access Permit issued is invalid and revoked unless the permittee has a valid and current insurance certificate at the time of actual access onto public land.

Section 4. Temporary Revocable Access Permit Expiration.

- (a) Upon expiration or completion of activities authorized by a Temporary Revocable Access Permit and as deemed necessary, the Commissioner of Public Works or designee shall inspect the public land subject to the Permit, in order to ensure that the permittee has complied with all terms of the Permit.
- (b) Temporary Revocable Access Permits shall be issued for a period not to exceed one (1) year, including Temporary Revocable Access Permit renewals.

Section 5. Temporary Revocable Access Permit Renewals.

- (a) Temporary Revocable Access Permits shall be renewed only in the case of extenuating circumstances or if the Commissioner of Public Works determines that continuance of the temporary use is in the public interest and is otherwise not legally, physically or functionally unsuitable for the access, or is not compatible with the purpose for which the public land was acquired or is managed.
- (b) Any renewal of a Temporary Revocable Access Permit is under the same terms and conditions as the original Permit.
- (c) A non-refundable renewal application fee will be charged to compensate the County for its time in investigating and processing the application in the amount of said fee to be set by the Commissioner of Public Works.
- (d) Additional fees as detailed in the original Permit application may also be charged as set by the Commissioner of Public Works.
- (e) Applications for renewals must be made no less than sixty (60) days prior to the expiration date of a Permit. Requests made for renewals less than sixty (60) days prior to the expiration date

shall be considered as a new application and handled accordingly.

Section 6. Severability.

If any provision of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, then such adjudication shall not affect, impair or invalidate the remainder thereof, but shall be confined in its effect to the particular provision directly involved in the controversy in which such judgment shall have been rendered.

Section 7. Effective Date

This Local Law shall take effect upon filing with the Secretary of State in accordance with Section 20, 21 and 27 of the New York State Municipal Home Rule Law

APPROVED: Public Works ( )  
                  Ways & Means Committee ( )

DATED:

Adopted by the following roll call vote:  
AYES \_\_\_ NAYS \_\_\_ ABSENT \_\_\_

# Oneida County Department of Public Works

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner

6000 Airport Road  
Oriskany, New York 13424  
Phone: (315) 793-6235  
Fax: (315) 768-6299

DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

January 25, 2013

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

FN 20 13-067



**PUBLIC WORKS**

**WAYS & MEANS**

Dear County Executive Picente,

I am enclosing a Short Form Environmental Assessment Form in regards to the Oneida County Office Building Parking Lot Improvements project (Capital Project H402). The Oneida County Department of Public Works has determined that the proposed action will not result in any significant environmental impacts.

I ask that you forward these documents to the Oneida County Board of Legislators, so that they may consider the necessary determination of significance.

Thank you for your support.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read 'Dennis S. Davis'.

Dennis S. Davis,  
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

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

A handwritten signature in black ink, appearing to read 'Anthony J. Picente, Jr.'  
Anthony J. Picente, Jr.  
County Executive

Date 1/30/13

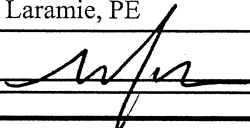
## Appendix C

## State Environmental Quality Review

**SHORT ENVIRONMENTAL ASSESSMENT FORM**

For UNLISTED ACTIONS Only

**PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)**

1. APPLICANT/SPONSOR Onieda County	2. PROJECT NAME Oneida County Office Building Parking Lot Expansion
3. PROJECT LOCATION: Municipality <u>Oneida County</u> County <u>Onieda</u>	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) <u>800 Park Avenue</u> <u>Utica, NY 13501</u>	
5. PROPOSED ACTION IS: <input type="checkbox"/> New <input checked="" type="checkbox"/> Expansion <input type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: <u>Acquire property and expand parking lot at Oneida County Office Building.</u>	
7. AMOUNT OF LAND AFFECTED: Initially <u>1.4</u> acres Ultimately <u>1.4</u> acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input type="checkbox"/> Residential <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe:	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: <u>New York State Department of State, Building Permitt</u>	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list agency(s) name and permit/approvals:	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>Mark E. Laramie, PE</u> Date: <u>January 25, 2013</u> Signature: 	

**If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment**



**PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)**

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? If yes, coordinate the review process and use the FULL EAF.  
 Yes  No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency.  
 Yes  No

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:  
No

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:  
No

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:  
No

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:  
No

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:  
No

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:  
No

C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly:  
No

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)?  
 Yes  No If Yes, explain briefly:

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?  
 Yes  No If Yes, explain briefly:

**PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)**

**INSTRUCTIONS:** For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.

Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts **AND** provide, on attachments as necessary, the reasons supporting this determination.

Oneida County

\_\_\_\_\_  
Name of Lead Agency

Gerald J. Fiorini  
\_\_\_\_\_  
Print or Type Name of Responsible Officer in Lead Agency

\_\_\_\_\_  
Signature of Responsible Officer in Lead Agency

\_\_\_\_\_  
Date

Chairman of the Oneida County Board of Legislators  
\_\_\_\_\_  
Title of Responsible Officer

\_\_\_\_\_  
Signature of Preparer (If different from responsible officer)

Reset

# Oneida County Department of Public Works

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner

6000 Airport Road  
Oriskany, New York 13424  
Phone: (315) 793-6235  
Fax: (315) 768-6299

DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

January 2, 2013

FN 20 13-068

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

## PUBLIC WORKS

### WAYS & MEANS

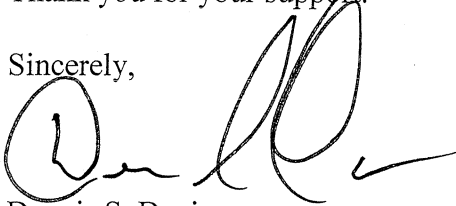
Dear County Executive Picente,

In 1998 the County of Oneida acquired property from the City of Utica located at 115 Woodlawn Ave, Utica, NY. The purpose of this acquisition was to provide space for a joint drug task force operation. The Oneida County District Attorney's office has determined that this location is no longer needed for drug task force operations. In accordance with the attached Quitclaim Deed, should the property cease to be used for drug task force purposes, the title to the above premise shall revert to the City of Utica.

Therefore, I recommend execution of a deed conveying the above premise back to the City of Utica. If you concur, please forward this recommendation to the Oneida County Board of Legislators for consideration.

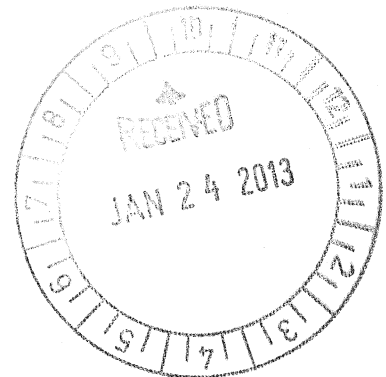
Thank you for your support.

Sincerely,

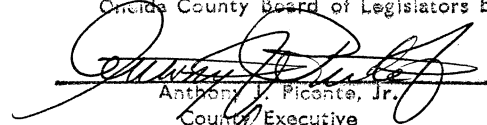


Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



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



Anthony J. Picente, Jr.  
County Executive

Date 1/10/13

KATHRYN CUMMINS  
Acting Oneida County Clerk  
RECORDING CERTIFICATE

RECORDED

OF PAGE

2000 JUN 13 PM 2:56

*Kathryn Cummins*

TRANSACTION NUMBER 11527

1. QUITCLAIM Deed  
City of Utica

TYPE OF INSTRUMENT

2. County of Oneida

FIRST PARTY

SECOND PARTY

RECEIVED FROM

RECORDING CHARGE

11  
RECORDING PAGES

**\*\* EXAMINED AND CHARGED AS FOLLOWS \*\***

TRANSFER TAX E

MTG./DEED AMOUNT 0

RS# 7014

MORTGAGE #

TOWN Utica

RECEIVED TAX ON ABOVE MORTGAGE

BASIC

SPECIAL ADDL

MORTGAGE TAX TOTAL

TOTAL RECORDING FEES E

**\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\***

I HEREBY CERTIFY THAT THE WITHIN AND FOREGOING WAS RECORDED IN THE CLERK'S OFFICE OF ONEIDA COUNTY, NEW YORK.

TERMINAL ID 7

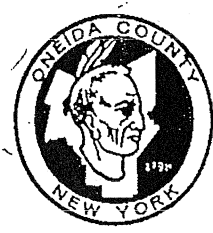
INITIALS b

THIS SHEET CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316(A) OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH. THIS PAGE IS PART OF THE RECORDED INSTRUMENT.

RETURN TO: (NAME) County of Oneida

(ADDRESS) 800 Park Avenue

Utica, New York 13502



4168 2925 PAGE 307

QUITCLAIM DEED

THIS INDENTURE, made the 6th day of March, 1998 between The City of Utica, New York, a municipal corporation duly organized and existing under the laws of the State of New York at One Kennedy Plaza, Utica, New York 13502, grantor, and County of Oneida, a municipal corporation duly organized under the laws of the State of New York with principal offices located at 800 Park Avenue, Utica, New York 13501, grantee

WITNESSETH that the grantor does hereby remise, release and quitclaim unto the grantee, the heirs or successors and assigns of the grantee, for no monetary consideration (\$0.00).

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Utica, County of Oneida, and State of New York, known and distinguished on the tax maps of the City of Utica as Book 08, Map 10, Block 01, Lot 59, 115 Woodlawn Avenue, West, Utica, New York (Ward 05, Key No. 072330).

BEING further described as follows: ALL THAT TRACT OR PARCEL OF LAND situate in the City of Utica, County of Oneida and State of New York described as follows: Beginning at the southeasterly corner of Sunset Avenue and Woodlawn Avenue, as extended; thence southerly about 110.33 feet to right of way of the Delaware, Lacawanna and Western Railroad; thence easterly along said railroad right of way approximately 78 feet; thence northerly parallel with Sunset Avenue and 70 feet easterly therefrom approximately 144 feet to the southerly line of Woodlawn Avenue as extended; thence westerly along said southerly line of Woodlawn Avenue 70 feet to the place of beginning.

BEING the premises conveyed to the City of Utica by Real Estate Exchange of Utica, a domestic corporation, by Warranty Deed dated March 27, 1929 and recorded in the Oneida County Clerk's Office on September 12, 1929 in Book of Deeds at page 249.

ALSO, ALL THAT PARCEL OF LAND situate in the City of Utica, County of Oneida, State of New York, shown on the City Tax Maps of the City of Utica, Book 8, Map 1, Block 1, Lot 60, Woodlawn Avenue, West (Ward 05, Key No. 72320).

BEING the same premises acquired by the City of Utica under Title 3 Tax Foreclosure on April 22, 1941.

This conveyance is made pursuant to Section 72-h of the General Municipal Law of the State of New York and authorized by Resolution of the Board of Board of Estimate and Apportionment dated February 6, 1998.

To have and to hold so long as the premises shall be used for Drug Task Force purposes pursuant to the terms and conditions of a Memorandum of Understanding entered into between the City of Utica, County of Oneida and any other appropriate agency, a copy of which is attached hereto. Should the property cease to be used for Drug Task Force purposes pursuant to said Memorandum of Understanding, then in that event the title to the above premises shall revert to and vest in the grantor, and in furtherance thereof the grantee shall execute a deed conveying the premises back to the grantor.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the grantor, in compliance with Section 13 of the Lien Law, hereby covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The words "grantor or grantee" shall be construed as if it read in the plural form whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the grantor has duly executed this deed the day and year first above written.

ATTEST:

CITY OF UTICA, NEW YORK

*Philomena Talarico*  
Philomena Talarico, City Clerk

*Edward A. Hanna*  
BY: Edward A. Hanna, Mayor

APPROVED AS TO FORM:

*Charles N. Brown*  
Charles N. Brown, Esq.  
First Assistant Corporation Counsel

STATE OF NEW YORK )  
  ) : SS:  
COUNTY OF ONEIDA )

On the 6<sup>th</sup> day of March, 1998, before me personally came Edward A. Hanna, to me known, who, being by me duly sworn, did depose and say that he resides at Utica, New York; that he is the Mayor of the City of Utica, a municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

*Charles N. Brown*  
COMMISSIONER OF DEEDS  
State of New York      CHARLES N. BROWN  
County of Oneida      Notary Public, State of New York  
My Commission Expires      Qualified in Oneida County  
  My Commission Expires June 30, 1998

**QUITCLAIM DEED**

Title No.	Book
-----	Map
THE CITY OF UTICA, NEW YORK, a municipal corporation organized and existing under the laws of the State of New York,	Section
	Block
TO	Lot
	County    Oneida
	City      Utica

RETURN BY MAIL TO:

County of Oneida  
800 Park Avenue  
Utica, New York 13501

Reserve this space for use of Recording Office.

LIBER 2925-309

MAR 11 1998

JOSEPH J. TIMPANO  
Comptroller



SHERYL A. BROWN  
Deputy Comptroller

DEBORAH S. JOANIS  
Deputy Comptroller - Administration

**ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL**

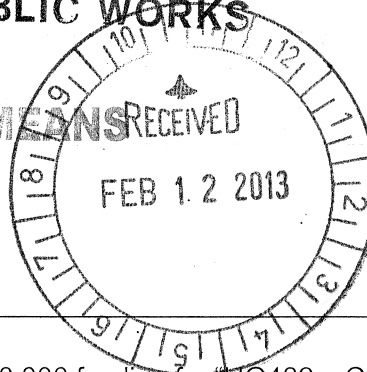
County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501  
(315) 798-5780 ♦ Fax: (315) 798-6415  
E-Mail: jtimpano@ocgov.net

# Memo

FN 20 13 069

*Tony*  
**To:** Anthony J. Picante Jr., County Executive  
Board of Legislators  
**From:** Joseph J. Timpano, Comptroller *JJL*  
**Date:** February 11, 2013  
**Re:** Bond Resolution

**PUBLIC WORKS**



Attached is a bond resolution to authorize \$35,000,000 funding for "HG482 – Consent Order Plant Upgrades Ph 6B", which was created by the Board of Legislators on January 9, 2013.

This amount will be issued as an EFC bond that will be repaid by the rate payers of the part county sewer district. This authorization is subject to the New York State Comptroller's approval, which could take six months or more to be finalized.

I respectfully request that the Ways and Means Committee and the Board of Legislators consider this resolution at their March 13, 2013 meetings.

Thank you.

Cc: Mike Billard, Clerk of the Board  
Sheryl Brown, Deputy Comptroller  
Dee Elliott, Auditor III

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

*Anthony J. Picante, Jr.*  
Anthony J. Picante, Jr.  
County Executive

Date 3/12/13

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DATED \_\_\_\_\_, 2013

A RESOLUTION APPROVING, PURSUANT TO SECTION 268 OF THE COUNTY LAW, AN INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE ONEIDA COUNTY SEWER DISTRICT IN AND FOR SAID COUNTY AT A MAXIMUM ESTIMATED COST OF \$35,000,000. (HG482)

WHEREAS, an increase and improvement of the facilities of the Oneida County Sewer District in and for said County pursuant to Section 268 of the County Law, consisting of upgrades and improvements to the solids handling and incineration facilities at the Water Pollution Control Plant as part of improvements necessary to address sanitary sewer overflow problems, at a maximum estimated cost of \$35,000,000 is currently proposed; and

WHEREAS, the estimated annual cost of such increase and improvement to the typical property in said District is \$38 for a single family home and \$56 for a two family home, so that expenditures for such purpose may only be made and contracts therefor may only be let **WITH** the consent of the State Comptroller; and

WHEREAS, said County Legislature duly adopted a resolution calling a public hearing to consider the aforesaid increase and improvement of facilities in accordance with the provisions of Section 268 of the County Law, said public hearing to be held at the County Office Building, in Utica, New York, on the \_\_\_\_ day of \_\_\_\_\_, 2013, at \_\_\_\_ o'clock P.M., Prevailing Time; and

WHEREAS, notice of said public hearing was duly published in the manner provided by law and proof thereof has been submitted to said County Legislature; and

WHEREAS, said County Legislature has duly considered the evidence given at said public hearing; NOW, THEREFORE,

BE IT RESOLVED, by the County Legislature of the County of Oneida, New York, as follows:

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined that it is in the public interest to increase and improve the facilities of the Oneida County Sewer District in and for said County pursuant to Section 268 of the County Law, as described in the preambles hereof, and the same is hereby authorized at a maximum estimated cost of \$35,000,000.

Section 2. It is hereby determined that any expenditure to be made or contract to be let for the purpose authorized herein requires the consent of the State Comptroller on behalf of the State of New York.

Section 3. This resolution shall take effect immediately.



The adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

AYES:

NAYS:

ABSENT:

The resolution was thereupon declared duly adopted.

\* \* \* \*

**CERTIFICATION FORM**

STATE OF NEW YORK     )  
  )ss..  
COUNTY OF ONEIDA     )

I, the undersigned Clerk of the County Legislature of the County of Oneida, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the \_\_\_\_ day of \_\_\_\_\_, 2013.
2. That such meeting was a     **special**     **regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (*the meeting at which the proceeding was adopted*) was caused to be given **PRIOR THERETO** in the following manner:

**PUBLICATION** (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

**POSTING** (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer

this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Clerk, County Legislature

(CORPORATE SEAL)

**BOND RESOLUTION**

At a regular meeting of the County Legislature of the County of Oneida, New York, held at the County Office Building, in Utica, New York, on the \_\_\_\_ day of \_\_\_\_\_, 2013, at \_\_\_\_ o'clock P.M., Prevailing Time.

The meeting was called to order by, \_\_\_\_\_,  
and upon roll being called, there were

PRESENT:

ABSENT:

The following resolution was offered by, \_\_\_\_\_,  
who moved its adoption, seconded by, \_\_\_\_\_,

to-wit:

BOND RESOLUTION DATED \_\_\_\_\_, 2013.

A RESOLUTION AUTHORIZING \$35,000,000 BONDS OF THE COUNTY OF ONEIDA, NEW YORK, TO PAY COSTS OF UPGRADES AND IMPROVEMENTS TO THE SOLIDS HANDLING AND INCINERATION FACILITIES AT THE WATER POLLUTION CONTROL PLANT AT THE ONEIDA COUNTY SEWER DISTRICT IN AND FOR SAID COUNTY. (HG482)

WHEREAS, the County Legislature of the County of Oneida, New York, has heretofore, pursuant to Section 268 of the County Law, found it to be in the public interest to increase and improve the facilities of the Oneida County Sewer District in said County, as more fully described in Section 1 of this resolution; and

WHEREAS, it is now desired to provide for the financing of such increase and improvement pursuant to the Local Finance Law; NOW, THEREFORE,

BE IT RESOLVED, by the County Legislature of the County of Oneida, New York, as follows:

Section 1. The increase and improvement of the facilities of the Oneida County Sewer District in the County of Oneida, New York, consisting of upgrades and improvements to the solids handling and incineration facilities at the Water Pollution Control Plant as part of improvements necessary to address sanitary sewer overflow problems, at a maximum estimated cost of \$35,000,000, is hereby authorized.

Section 2. The maximum estimated cost of such object or purpose is \$35,000,000 and the plan for the financing thereof shall be by the issuance of the \$35,000,000 bonds of said County herein authorized.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is forty years, pursuant to subdivision 4 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. There shall be annually apportioned and assessed upon the several lots and parcels of land within said District, in the manner provided by law, an amount sufficient to pay the principal and interest on said bonds as the same become due, but if not paid from such source, all the taxable real property in said County shall be subject to the levy of ad valorem taxes sufficient to pay the principal of and interest on said bonds as the same shall become due.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. In anticipation of the issuance of such obligations, available funds of the County may be advanced for such object or purpose.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. The County Comptroller is hereby further authorized, at his sole discretion, to execute a project finance and/or loan agreement, and any other agreements with the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the object or purpose described in Section 1 hereof, or a portion thereof, by a bond or note issue of said County in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 10. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 11. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

The adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

AYES:

NAYS:

ABSENT:

The resolution was thereupon declared duly adopted.

\* \* \* \*

**CERTIFICATION FORM**

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF ONEIDA     )

I, the undersigned Clerk of the County Legislature of the County of Oneida, New York (the "Issuer"), DO HEREBY CERTIFY:

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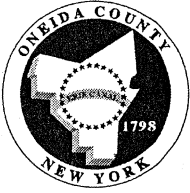
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer

this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Clerk, County Legislature

(CORPORATE SEAL)





**ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442  
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr.  
County Executive  
Steven P. Devan, P.E.  
Commissioner

February 4, 2013

FN 20 13 - 070

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

**PUBLIC WORKS**

**WAYS & MEANS**

Re: Work Order 24, WPCP Solids Handling Upgrades, Preliminary Design  
Capital Project HG-482 CRWSF Project Number C6-6070-08-06  
Shumaker Consulting Engineering and Land Surveying, P.C.

Dear County Executive Picente:

On July 25, 2007 the Oneida County Board of Legislators authorized hiring Shumaker Consulting Engineering and Land Surveying, P.C. to provide engineering services for compliance with the consent order issued by the New York State DEC (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant. The formal contract between Shumaker and Oneida County, approved on November 28, 2007 by the Board of Legislators, calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

Shumaker has submitted for consideration Work Order 24 which would cover the preliminary design of the expansion and upgrades for the solids handling and disposal systems at the Oneida County Water Pollution Control Plant. Department staff has reviewed Work Order #24 and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$487,000. Funding for this work order is provided by bonds through the NYS Environmental Facilities Corporation and tracked by capital project HG-482.

Timing of these upgrades is critical as NYSDEC regulations require them to be in place by March of 2016. I would appreciate consideration of this work order by you and the Board of Legislators at your earliest possible convenience. I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

Sincerely,  
**THE ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.  
Commissioner

Cc: Karl E. Schrantz, P.E. – Shumaker Engineering

Attachments: Six (6) copies of Work Order 24  
Contract Summary Sheet

RECEIVED  
FEB 12 2013  
Reviewed and approved for submission to the  
Oneida County Board of Legislators by  
  
County Executive  
Date 2/12/13

Oneida Co. Department: WQ&WPC

Competing Proposal   X    
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Oneida County Sewer District

**Title of Activity or Service:** Work Order #24, Shumaker Engineering  
Solids Handling Expansion and Upgrades  
Preliminary Design

**Proposed Dates of Operation:** This work is planned to start ASAP in 2013

**Client Population/Number to be Served:** Oneida County Sewer District/  
approximately 110,000 people.

**Summary Statements**

**1) Narrative Description of Proposed Services:** This work order covers the preliminary design of solids handling expansion and upgrades at the Oneida County Water Pollution Control Plant as required by plans submitted under NYSDEC Consent Order #R620060823-67.

**2) Program/Service Objectives and Outcomes:** Develop the preliminary design of solids handling expansion and upgrades to satisfy the requirements of the consent order.

**3) Program Design and Staffing:** Shumaker Engineering and its engineering team will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$487,000      **Account #:** HG482

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be provided by bonds from NYS Environmental Facilities Corporation tracked with capital projects HG482.

**Proposed Funding Sources (Federal \$/ State \$/County \$):** New York State Environmental Facilities Corporation bonds.

**Cost Per Client Served:** \$4.43

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** Work on this needs to start ASAP as the expansion has to be completed by March 2016 as per NYSDEC Regulations.

December 7, 2012

Mr. Steven Devan, P.E.  
Oneida County Department of Water Quality  
& Water Pollution Control  
51 Leland Avenue  
Utica, NY 13502

**Re: Work Order 24 – WPCP Solids Handling Upgrades, Preliminary Design  
Oneida County  
SCE No. 07060.24**

Dear Mr. Devan:

Enclosed for your review and consideration please find our proposed Work Order 24 – WPCP Solids Handling Upgrades, Preliminary Design. This is one (1) of several elements of the planned upgrades to the Water Pollution Control Plant (WPCP) necessary to comply with regulatory and Consent Order requirements. Upgrades to the solids handling system at the WPCP are on a tight schedule due to amended regulations which require that upgrades to this part of the system be constructed and on-line by March 2016. To meet this deadline, it is important to begin the engineering process by the first of the year.

Funding for the overall improvements to the WPCP will be financed through the Clean Water State Revolving Fund which is administered by the New York State Environmental Facilities Corporation (NYSEFC). A map/plan/report is being finalized for review by the County and Bond Counsel. The next step will be the establishment of a date for a bond authorization public hearing.

Because the process for closing on the financing package is time consuming and likely won't occur until mid- to late 2013, we discussed with you the option of temporarily borrowing the costs for preliminary design services from your existing fund balance, with those funds being replaced upon closing of the NYSEFC financing. If sufficient funds are available within your fund balance, a board resolution authorizing the inter-fund borrowing will be the required documentation by NYSEFC to reimburse your fund balance account.

✓ **UTICA OFFICE**

430 Court Street, Suite 200  
Utica, NY 13502  
315-724-0100 • Fax 724-3715

**BINGHAMTON OFFICE**

143 Court Street  
Binghamton, NY 13901  
607-798-8081 • Fax 798-8186

**ALBANY OFFICE**

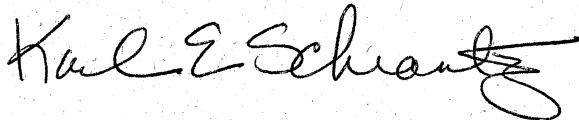
1510 Central Avenue, Suite 330  
Albany, NY 12205  
518-452-5730 • Fax 452-9230

Mr. Steve Devan, P.E.  
December 7, 2012  
Page 2

Our engineering team is prepared to begin work upon authorization from the County. In the meantime, please contact us if you have any questions or need additional information.

Very truly yours,

**SHUMAKER CONSULTING ENGINEERING  
& LAND SURVEYING, P.C.**

A handwritten signature in black ink, appearing to read "Karl E. Schrantz". The signature is fluid and cursive, with a long horizontal stroke at the end.

Karl E. Schrantz, P.E.  
Project Manager

KES/krf

Enclosure

ecc: Howard Lafever, GHD

**WORK ORDER 24**

**WATER POLLUTION CONTROL PLANT UPGRADE AND EXPANSION  
SOLIDS HANDLING UPGRADES – PRELIMINARY DESIGN**

**CWSRF Project No. C6-6070-08-06**

**I. PROJECT UNDERSTANDING**

A detailed engineering evaluation of the Water Pollution Control Plant (WPCP) and the Sauquoit Creek Pump Station (SCPS) was submitted by Oneida County to the New York State Department of Environmental Conservation (NYSDEC) on August 27, 2012. This was done in response to the requirements of the Consent Order (No. R620060823-67) between NYSDEC and Oneida County due to sanitary sewer overflows (SSO) at the SCPS. The evaluation expanded upon the preliminary capacity assessment of the WPCP that was performed under Work Order No. 5 in 2007. The timeline included with the evaluation identified upgrades to the solids handling facilities as an early phase/critical path element of work to be completed. The WPCP evaluation was approved by the NYSDEC in November 2012.

The purpose of this Work Order (Work Order No. 24) is to provide preliminary design services for the expansion of the solids handling and disposal systems at the WPCP to accept additional flows and loads resulting from SSO mitigation in the SCPS basin, as well as ongoing combined sewer overflow (CSO) mitigation in the City of Utica. Additionally, under this Work Order, the preliminary design for upgrades to portions of the existing solids handling and disposal systems which have exceeded their design life will be provided.

**II. SCOPE OF SERVICES**

- A.** Facilitate a project kickoff meeting to review:
  - 1. Project vision and critical success factors.
  - 2. Project organization.
  - 3. Project scope and schedule.
  - 4. Design considerations.
  - 5. Data needs.
- B.** Obtain and review record drawings of the WPCP solids handling facilities (RAS/WAS pump stations, thickeners, sludge dewatering area, and incinerator area).
- C.** Obtain and review recent solids processing data measured and recorded by the WPCP.
- D.** Obtain and review incinerator stack test data. Stack testing services to be procured by the County separately from this Work Order.
- E.** Prepare a proposed solids flow schematic based on the recommendations in the August 2012 evaluation.

- F. Summarize current SPDES requirements and future regulations applicable to the solids handling and incinerator upgrades (i.e. new USEPA and NYSDEC regulations pertaining to sanitary sewage incinerators (SSI).
- G. Evaluate sludge dewatering alternatives, including:
  - 1. Centrifuges.
  - 2. Belt Filter Presses.
- H. Provide on-site pilot testing for one (1) centrifuge manufacturer utilizing thickened sludge from the WPCP.
- I. Evaluate incinerator fuel options, including:
  - 1. Natural Gas.
  - 2. Fuel Oil.
- J. Basemapping – For purposes of this Work Order, it is assumed that basemapping will be developed from the compilation of basemapping for the WPCP property using aerial photography performed by LaFave, White, & McGivern, L.S.,P.C. in March 2012 plus any available record drawings. Ground control will also be performed in support of the compilation effort. Elevations will tie into the existing WPCP datum. We have budgeted \$22,500 for basemapping/survey in the fee estimate.
- K. Soil borings and associated geotechnical analysis are critical elements in support of eventual structural/foundation design. The engineering team will coordinate a geotechnical program for the site and retain the services of a geotechnical sub-consultant to obtain approximately 10 soil borings and to prepare a geotechnical report with applicable recommendations in support of design. We have budgeted \$30,000 for geotechnical services in the fee estimate.
- L. The engineering team will provide a New York State Department of Labor (NYSDOL) certified Asbestos Inspector to perform a limited asbestos renovation survey for the structures associated with the proposed solids handling upgrades. The survey will be limited to those suspect asbestos-containing materials (SACM) likely to be impacted by the scope of the proposed renovations and upgrades. Existing, relevant sample results will be reviewed and additional samples will not be collected for known ACM.

The survey will be performed in general accordance with the United States Environmental Protection Agency (USEPA) National Emission Standard for Hazardous Air Pollutants (NESHAP), Occupational Safety and Health Administration (OSHA) Asbestos Hazard Emergency Response Act (AHERA), and NYSDOL Industrial Code Rule 56 (ICR 56) regulations. Condition, type, friability, location, and approximate quantity of any identified SACM will be noted on field inspection forms during this assessment portion.

Bulk sampling will be performed following completion of the initial visual assessment. Bulk samples will be collected in a generally random fashion; however, samples will be preferentially collected from damaged and accessible areas. Thermal system insulations will be triple-sampled per homogeneous group. Surfacing materials will be sampled in accordance with USEPA 3-5-7 Rule. The engineering team will collect a minimum of two (2) samples of each

miscellaneous material homogeneous group where encountered. Asbestos samples will be assumed to be non-friable organically bound and require analysis per GR/PLM/TEM protocol.

Bulk samples collected will be transmitted under chain of custody procedures to a New York State Department of Health (NYSDOH) ELAP certified laboratory for analysis in accordance with current NYSDOH and industry standards.

A letter report summarizing the findings of the asbestos sampling activities will be prepared. The report will include: description of the materials/areas identified; evaluation of friability and condition of identified ACM; quantities of identified materials; copies of laboratory reports and associated sample chain-of-custody documentation; and laboratory and asbestos inspector certifications. The program level abatement or remediation costs within the work area will be provided to supplement the overall preliminary construction estimate for the project.

- M. In conjunction with the asbestos assessment, the engineering team will collect samples of paints for determination of total lead content via laboratory analysis. Lead samples will be analyzed for total lead per USEPA 6010/200.7.
- N. Prepare a Preliminary Design Report to confirm equipment size, type, and general operating characteristics. The design concept will be similar to the August 2012 WPCP Evaluation, and includes:
  - 1. Placing the existing offline gravity thickener back into service.
  - 2. Modifying the existing belt filter presses with either upgrades to the existing units, new belt filter presses, or new centrifuges.
  - 3. Upgrading existing Incinerator Nos. 1 and 3 for compliance with new regulatory requirements, as well as required refurbishment for continued operation. The incinerators are intended to remain in service as the primary method of sludge disposal.
  - 4. Replace existing Incinerator No. 2 with two (2) post-lime stabilization systems, each sized for peak sludge production. The post-lime stabilization systems are intended as backup systems to be used if either or both of the incinerators are out of service.
- O. Review the Preliminary Design Report with the County and respond to comments.
- P. Submit the Preliminary Design Report to the NYSDEC for review. Respond to NYSDEC comments to obtain approval.

### III. SCHEDULE

Our team will complete the work outlined above within 6 months from written authorization to proceed.

### IV. COMPENSATION

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services outlined in Section II is estimated to be \$487,000 as indicated in Table 1.

- B. Payments for the work will be due monthly on the basis of statements submitted by the Engineer for the work performed during the period.
- C. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

**V. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Work Order No. 24 under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between SCE and Oneida County.

**VI. NEW YORK CLEAN WATER STATE REVOLVING FUND CONTRACTING REQUIREMENTS**

SCE will comply with the applicable provisions of “Required Terms for Project Contracts and Subcontracts” as defined in the NY State Revolving Fund Bid Packet for Non-construction Contracts and Service Providers (effective date October 1, 2012), as prepared by the New York State Environmental Facilities Corporation. Refer to Attachment B.

This work order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

**Consultant**

**Client**

**SHUMAKER CONSULTING ENGINEERING  
& LAND SURVEYING, P.C.**

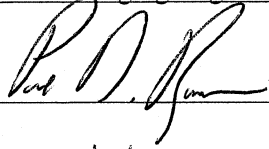
**COUNTY OF ONEIDA**

By: Paul D. Romano, P.E.

By: Anthony J. Picente, Jr.

Title: Senior Managing Engineer

Title: County Executive

Signature: 

Signature: \_\_\_\_\_

Date: 2/1/2013

Date: \_\_\_\_\_



**ATTACHMENT A  
RATE SCHEDULE**

**1.0 SHUMAKER CONSULTING ENGINEERING & LAND SURVEYING, P.C.**

**1.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2013:

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal	\$195.00
Senior Managing Engineer	\$170.00
Managing Engineer II	\$162.00
Managing Engineer I	\$153.00
Sr. Project Engineer	\$133.00
Project Engineer	\$108.00
Engineer	\$100.00
Assistant Engineer	\$87.00
Land Surveyor II	\$113.00
Land Surveyor I	\$106.00
Environmental Scientist IV	\$105.00
Environmental Scientist III	\$100.00
Environmental Scientist II	\$81.00
Environmental Scientist I	\$75.00
Sr. Eng Technician	\$81.00
Engineering Technician	\$59.00
Jr. Engineer	\$75.00
Technician	\$56.00
Technical Typist	\$59.00
Party Chief (Field)	\$82.00
Instrument Person (Field)	\$66.00
Rod Person (Field)	\$60.00

**1.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2013:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.

## 2.0 GHD CONSULTING ENGINEERS, LLC

### 2.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2013:

<b>Labor Category</b>	<b>Hourly Rate</b>
Vice President/Technical Advisor	\$221.00
Associate	\$171.00
Senior Project Manager	\$154.00
Senior Engineer	\$148.00
Project Manager	\$139.00
Project Engineer	\$112.00
Engineer or Scientist	\$98.00
Architect	\$107.00
Managing Designer	\$134.00
Senior Designer	\$108.00
Designer	\$96.00
Senior Drafter	\$79.00
Drafter	\$68.00
Technician	\$64.00
Construction Project Representative	\$87.00
Field Technician	\$55.00
Secretarial/Word Processing	\$69.00

### 2.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2013:

- 2.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 2.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 2.2.3 The actual cost of outside services and subcontractors;
- 2.2.4 Cadd Workstation at \$16/hour
- 2.2.5 Telecommunication charges including long distance telephone, facsimile, and cell phone charges at \$1.15/hour
- 2.2.6 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 2.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 2.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 2.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 2.2.10 The actual cost of premiums paid on overtime worked.

# CONTRACT LANGUAGE

## Required Terms for Project Contracts and Subcontracts

This Bid Packet is to be inserted into all service provider (non-construction) contracts and subcontracts to satisfy MWBE requirements.  
Check EFC's website ([www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe)) for updates.

**REQUIRED TERMS FOR PROJECT CONTRACTS AND SUBCONTRACTS**

In accordance with the terms and conditions set forth in Section 5.1 of the Project Finance Agreement, Recipient agrees that the following language will be included in all contracts and subcontracts regarding the Project including but not limited to those relating to construction, engineering, architectural, legal and fiscal services, as required by federal and State laws, regulations, and executive orders applicable to this Project:

**DEFINED TERMS:**

The term "Bid Packets" means the New York State Revolving Fund (SRF) Bid Packet for Construction Contracts and Bid Packet for Non-Construction Contracts and Service Providers, available at [www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe).

The term "contractor", as used in this contract or subcontract, means, and applies to, all Service Providers, consultants and service providers as hereinafter defined, unless specifically referred to otherwise.

The term "subcontractor", as used in this contract or subcontract, means, and applies to, any individual or business enterprise that has an agreement with a contractor.

The term "EEO policy statement" means a statement of the contractor and subcontractor setting forth at least the following:

- (i) A statement that the contractor will provide for and promote equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law, 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 and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be provided with equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.
- (iii) An agreement to 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 or harass on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

The term "EFC" means the New York State Environmental Facilities Corporation.

The term "EPA" means the United States Environmental Protection Agency.

The term "ESD" means the Empire State Development Corporation - Division of Minority and Women's

Business Development.

The term "Recipient" means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due hereunder are being paid in whole or in part.

The term "Service Providers" means professional services, such as legal, engineering, financial advisory or other professional services, supplies, commodities, equipment, materials, and travel.

The term "State" means the State of New York.

**INTERPRETATION:**

This contract is subject to Article 15-A of the Executive Law (Article 15-A) and 5 NYCRR 140-145 (the Regulations) and shall be considered a State Contract as defined therein. If any of the terms herein conflict with Article 15-A or the Regulations, such law and regulations shall supersede these requirements.

**REPRESENTATIONS AND ACKNOWLEDGMENTS OF CONTRACTOR & SUBCONTRACTOR:**

The contractor acknowledges that funds for the payment of amounts due under this contract are being provided in whole or in part subject to the terms and conditions of a grant agreement or a project finance agreement with EFC.

The contractor represents that it has submitted an EEO policy statement, an EEO Workforce Staffing Plan for Service Provider (Non-construction) Contracts (if applicable), and an MWBE Utilization Plan (Service Providers only), **prior to the execution of this contract.**

**Suspension/Debarment** - The contractor is not a debarred or suspended party under 2 CFR Part 180, 2 CFR Part 1532 and 40 CFR Part 32. Further, neither the contractor nor any of its subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations or with any party that has been determined to be ineligible to bid under Section 316 of the Executive Law.

**EQUAL EMPLOYMENT OPPORTUNITY (EEO), AFFIRMATIVE ACTION, MWBE AND OTHER COVENANTS:**

Contractor and subcontractor shall comply with all federal and State laws, regulations, and executive orders applicable to this Project, and shall provide such documentation, including periodic reports, as may be requested from time to time and as set forth in guidance documentation available at [www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe), including but not limited to the Bid Packets.

With respect to this contract, the contractor and subcontractor shall undertake or continue existing programs of affirmative action and equal employment opportunity to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

**MWBE**

**MWBE Goals** - The contractor agrees to pursue MWBE goals in effect at the time of execution of this contract.

10/1/2012 – Present	MWBE Combined Goal*
All counties	20%

\*May be any combination of MBE and/or WBE participation

Contractors shall solicit participation of MWBE contractors (including subcontractors, consultants and service providers) for SRF-funded projects in accordance with the aforementioned goals. The contractor must submit sufficient documentation to demonstrate good faith efforts to provide opportunities for MWBE participation for work related to the SRF-funded project in the event respective goals are not achieved. Guidance pertaining to documentation of good faith efforts is set forth in the Bid Packet.

The contractor agrees that for purposes of providing meaningful participation by MWBEs on the contract and achieving the goals, contractor will reference the directory of New York State Certified MWBEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>.

Subcontractors who in turn subcontract work shall also comply with MWBE requirements for that contract.

**MWBE Utilization Plan** (MWBE Utilization Plan requirements apply to contractors and are submitted prior to execution of a contract.) – Each contractor shall prepare and submit to the Recipient for approval an MWBE Utilization Plan, and any revision or amendment thereto, that provides information describing MBEs and WBEs to be utilized at various times during the performance of this contract. The MWBE Utilization Plan shall identify the contractor's proposed MBE and WBE utilization for this contract and the MWBE participation goals for this contract as established by EFC. The MBEs and WBEs identified in the MWBE Utilization Plan must be certified by, or have applied for certification from ESD.

In the event that contractor's approved MWBE Utilization Plan does not propose achievement of the MWBE participation goals for this contract, contractor shall complete a waiver request as hereinafter referenced.

**Submission** – Within 30 days of execution of this contract, contractor shall submit to the Recipient copies of all signed subcontracts, agreements, and/or purchase orders referred to in the MWBE Utilization Plan.

**Compliance** – Contractor agrees to adhere to its approved MWBE Utilization Plan for the participation of MWBEs on this contract pursuant to their respective MWBE goals.

**Waivers** – If contractor's application of good faith efforts does not result in the utilization of MBE and/or WBE firms to achieve the aforementioned goals, prior to execution of a contract, the contractor shall complete the waiver request portion of the MWBE Utilization Plan and submit it to the Recipient. Contractor is entitled to receive a written notice of acceptance or denial within 20 days of receipt. Upon receipt of a notice of deficiency from Recipient, Contractor shall respond to such notice within 7 days. Such response may include a request for a total or partial waiver of the aforementioned goals.

Contractor shall comply with the requirements set forth in the Bid Packets regarding waivers.

**Required Reports - MWBE Monthly Report** – Contractor agrees to submit a report to the Recipient by the 3<sup>rd</sup> business day following each end of month over the term of this contract documenting the progress made towards achievement of the MWBE goals of this contract.

**EEO**

**EEO Workforce Staffing Plan** – All Service Provider (non-construction) contractors and subcontractors shall submit an acceptable EEO Workforce Staffing Plan setting forth the anticipated work force to be utilized on such contract or, where required, information on the service provider's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Recipient. The EEO Workforce Staffing Plan is submitted prior to execution of a contract.

**Required Reports - EEO Workforce Utilization Reports – Applies to Service Provider (Non-Construction) Contracts and Subcontracts**

During the term of this contract, the contractor and subcontractor shall update and provide notice to the Recipient of any changes to the previously submitted Staffing Plan in the form of an EEO Workforce Utilization Report. Contractor shall submit this information on a quarterly basis during the term of this contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The EEO Workforce Utilization Report must be submitted to report this information. In the event a Contractor and Subcontractor's workforce does not change within the Quarterly period, the Contractor shall notify the Recipient in writing.

**Required Reports - EEO Workforce Utilization Reports – Applies to Construction Contracts and Subcontracts**

During the term of this contract, the contractor and subcontractor shall submit to the Recipient EEO Workforce Utilization Reports. Contractor and subcontractor shall submit this information on a monthly basis to report the actual labor hours utilized in the performance of this contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The EEO Workforce Utilization Report must be submitted to report this information.

All EEO Workforce Utilization Reports submitted by the contractor and subcontractor shall reflect a separation of the workforce utilized in the performance of this contract from contractor or subcontractor's total workforce. Contractor shall submit the EEO Workforce Utilization Report and indicate that the information provided relates to the actual workforce utilized on this contract. If contractor or subcontractor fails to separate the workforce to be utilized on this contract from the total workforce as determined by Recipient contractor shall submit the EEO Workforce Utilization Report and indicate that the information provided is contractor or subcontractor's total workforce during the subject time frame, not limited to work specifically under this contract.

**Disadvantaged Business Enterprises** - The contractor and subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor and subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor and subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies. Contractors and subcontractors shall comply with the requirements set forth in the Bid Packets regarding Disadvantaged Business Enterprises.

**REMEDIES:**

Upon a determination by the Recipient of contractor's non-responsiveness, non-responsibility or breach as a result of a failure to comply with the requirements of Article 15-A and the Regulations, Recipient may withhold funds under this contract or take such other actions, impose liquidated damages or commence enforcement proceedings as set forth herein or as otherwise allowed by law or in equity.

If contractor or subcontractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth in clauses (i), (ii), (iii) and (iv) of the definition thereof and within the timeframe required therefor, Recipient may declare this contract to be null and void.

Contractor and subcontractor agree that a failure to submit and/or adhere to its EEO policy statement, EEO

## Attachment B

Workforce Staffing Plan for Service Provider (Non-construction) Contracts (if applicable), and an MWBE Utilization Plan (contractors only), and any other required periodic reports, shall constitute a material breach of the terms of this contract, entitling Recipient to any remedy provided herein, including but not limited to, a finding of contractor non-responsiveness.

**Liquidated or Other Damages** - If it has been determined by the Recipient or NYSEFC that the contractor is not in compliance with the requirements herein or refuses to comply with such requirements, or if contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, in accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under this contract.

In the event a determination has been made by the Recipient or EFC which requires the payment of liquidated damages and such identified sums have not been withheld, contractor shall pay such liquidated damages to Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, contractor has filed a complaint with ESD pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director of ESD renders a decision in favor of Recipient.

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Fee Estimate

TABLE 1

Description	TASK 1 Project Management	TASK 2 Meetings and Coordination	TASK 3 Thickener/Dewatering	TASK 4 Post Line Stabilization	TASK 5 Incinerators	TASK 6 Geotechnical	TASK 7 Environmental Sampling	TASK 8	TASK 9	TASK 10	TASK 11	Total Hrs	Billing Rate	Total Cost	Subtotals
<b>Shumaker Engineering</b>															
Senior Managing Engineer	80	40	8	8	8	20	6					0	\$170.00	\$0.00	
Land Surveyor II												172	\$162.00	\$27,864.00	
Managing Engineer I												0	\$113.00	\$0.00	
Sr. Project Engineer												0	\$153.00	\$0.00	
Project Engineer I												0	\$133.00	\$0.00	
Project Engineer												40	\$108.00	\$4,320.00	
Environmental Scientist IV												0	\$100.00	\$0.00	
Sr. Engineering Technician												0	\$101.00	\$0.00	
Assistant Engineer												0	\$97.00	\$0.00	
Environmental Scientist I	40	40	40	40	40	48	80					328	\$85.00	\$27,880.00	
Engineering Technician												0	\$86.00	\$0.00	
Construction Inspector												0	\$83.00	\$0.00	
Technician I												0	\$83.00	\$0.00	
Environmental Scientist I												0	\$83.00	\$0.00	
Party Chief (Field)												0	\$75.00	\$0.00	
Instrument Person (Field)												0	\$85.00	\$0.00	
Recd Person (Field)												0	\$65.00	\$0.00	
												0	\$60.00	\$0.00	
														\$58,752.00	
<b>GHD Consulting Engineers</b>															
Vice President/Technical Advisor	20	40	40	40	40							140	\$221.00	\$30,940.00	
Associate	20	80	80	80	80							124	\$171.00	\$21,204.00	
Senior Project Manager	20	20	20	20	20							100	\$154.00	\$15,400.00	
Senior Engineer												100	\$174.00	\$17,400.00	
Project Engineer	34	40	80	100	24							274	\$748.00	\$30,192.00	
Engineer/Scientist												240	\$112.00	\$26,880.00	
Architect												240	\$112.00	\$26,880.00	
Managing Designer												518	\$86.00	\$50,748.00	
Senior Designer												120	\$107.00	\$12,840.00	
Senior Designer												128	\$134.00	\$17,152.00	
Senior Designer												182	\$96.00	\$17,472.00	
Declarer												182	\$96.00	\$17,472.00	
Technician												0	\$68.00	\$0.00	
Construction Project Representative												0	\$64.00	\$0.00	
Field Technician												0	\$97.00	\$0.00	
Secretarial/Word Processing												72	\$55.00	\$4,980.00	
														\$322,458.00	
<b>Brown and Caldwell</b>															
Senior Vice President												0	\$234.00	\$0.00	
Vice President												0	\$206.00	\$0.00	
Managing Engineer												0	\$180.00	\$0.00	
Senior Engineer												0	\$180.00	\$0.00	
Principal Engineer												0	\$180.00	\$0.00	
Senior Engineer/Scientist												0	\$148.00	\$0.00	
Engineer/Scientist III												0	\$119.00	\$0.00	
Engineer/Scientist II												0	\$109.00	\$0.00	
Engineer/Scientist I												0	\$89.00	\$0.00	
Senior Writer												0	\$84.00	\$0.00	
Writer												0	\$84.00	\$0.00	
Office Support												0	\$65.00	\$0.00	
														\$0.00	
														\$0.00	
<b>Subtotal Labor</b>	\$20,928.00	\$28,200.00	\$114,776.00	\$86,794.00	\$101,714.00	\$11,704.00	\$12,098.00	\$0.00	\$0.00	\$0.00	\$0.00	3052		\$581,210.00	
<b>Direct Expenses</b>															
Travel	\$56.50	\$22.20	\$1,942.50	\$1,665.00	\$1,665.00	\$44.40	\$56.50	\$0.00	\$0.00	\$0.00	\$0.00			\$5,450.10	
Reproduction/Printing	\$0.00	\$200.00	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$400.00	
Supplies	\$502.20	\$341.00	\$2,008.40	\$1,862.35	\$1,888.85	\$46.00	\$2,250.00	\$0.00	\$0.00	\$0.00	\$0.00			\$8,839.80	
Subcontractors	\$0.00	\$0.00	\$36,000.00	\$11,000.00	\$11,000.00	\$30,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00			\$91,000.00	
														\$0.00	
<b>Subtotal Disbursements</b>	\$558.70	\$569.20	\$39,950.90	\$14,727.35	\$14,554.95	\$30,000.40	\$5,305.50	\$0.00	\$0.00	\$0.00	\$0.00			\$105,750.00	
<b>PROJECT TOTAL</b>	\$21,486.70	\$28,769.20	\$154,726.90	\$111,521.35	\$116,268.95	\$41,704.40	\$17,403.50	\$0.00	\$0.00	\$0.00	\$0.00			\$686,960.00	
														<b>ESTIMATED COMPENSATION</b>	<b>\$487,000.00</b>



**ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442  
(315) 798-5656 wpc@ocgov.net

Anthony J. Picente, Jr.  
County Executive

Steven P. Devan, P.E.  
Commissioner

FAX 724-9812

FN 20 13 - 071

February 4, 2013

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

**PUBLIC WORKS  
WAYS & MEANS**

Re: Work Order #25, Sewer Rehabilitation, FY 2013 Engineering Services  
Capital Project HG-448 CWSRF No: C6-6070-08-00  
Shumaker Consulting Engineering and Land Surveying, P.C.


Dear County Executive Picente:

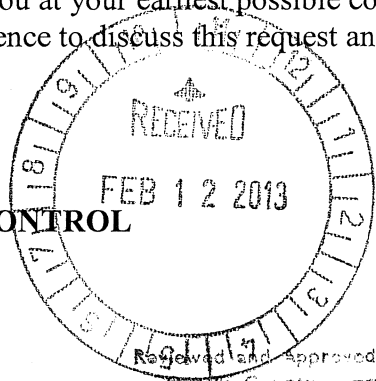
On July 25, 2007 the Oneida County Board of Legislators authorized hiring Shumaker Consulting Engineering and Land Surveying, P.C. to provide engineering services for compliance with the consent order issued by the New York State DEC (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant. The formal contract between Shumaker and Oneida County, approved on November 28, 2007 by the Board of Legislators, calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

Consent Order No. R620060823-67 issued by the NYSDEC on December 12, 2011 calls for the mitigation of inflow and infiltration (I&I) in ten (10) miles of sewer in the Sauquoit Creek Pumping Station service area every year. Shumaker has submitted for consideration Work Order #25 which covers engineering services associated with engineering design, regulatory coordination, bid phase services and project support to complete this required work for 2013. It is recommended that this work order be accepted with an estimated cost of \$698,000. Funding for this work order is provided by bonds through the NYS Environmental Facilities Corporation and tracked by capital project HG-448.

I would appreciate consideration of this work order by you at your earliest possible convenience. I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

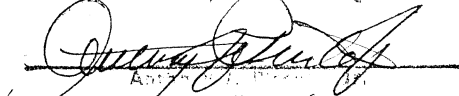
Sincerely,  
**THE ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY AND WATER POLLUTION CONTROL**

  
Steven P. Devan, P.E.  
Commissioner



Received and approved for submission to the  
Oneida County Board of Legislators by

Cc: Karl E. Schrantz, P.E. – Shumaker Engineering

  
County Executive

Attachments: Six (6) copies of Work Order 25  
Contract Summary

Date 2/12/13

**Oneida Co. Department:** WQ&WPC

**Competing Proposal**   X    
**Only Respondent** \_\_\_\_\_  
**Sole Source RFP** \_\_\_\_\_

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Oneida County Sewer District

**Title of Activity or Service:** Work Order #25  
Shumaker Engineering  
Sewer Rehabilitation Engineering Services

**Proposed Dates of Operation:** This work is planned for FY2013

**Client Population/Number to be Served:** Oneida County Sewer District/  
approximately 110,000 people.

**Summary Statements**

**1) Narrative Description of Proposed Services:** This work order covers design, regulatory coordination, bid phase services and construction phase services for sewer rehabilitation work required by NYSDEC Consent Order #R620060823-67 for FY2013.

**2) Program/Service Objectives and Outcomes:** Rehabilitate ten (10) miles of sewer within the Sauquoit Creek Pumping Station service area in 2013.

**3) Program Design and Staffing:** Shumaker Engineering will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$698,000      **Account #:** HG448

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be tracked with capital project HG448.

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Municipalities are funding the debt service for the projects this applies to through the \$1.05 per thousand gallons surcharge being collected.

**Cost Per Client Served:** Varies by municipality.

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** These additional services are required because NYSDEC Consent Order #R620060823-67 requires the rehabilitation of ten (10) miles of sewer per year within the Sauquoit Creek Pumping Station service area.

February 1, 2013

Mr. Steven Devan, P.E., Commissioner  
Oneida County Department of Water Quality  
& Pollution Control  
P.O. Box 442  
Utica, NY 13503-0442

**Re: SPDES Permit Compliance and CSO/SSO Abatement Project**  
**CWSRF No. C6-6070-08-00**  
**SCE No. 07060.00**

Dear Mr. Devan:

Shumaker Consulting Engineering & Land Surveying, P.C. (SCE) in conjunction with GHD Consulting Engineers and Brown and Caldwell (engineering team) is pleased to provide the following Work Orders for services to be performed for the above referenced project:

**Work Order 25 – Sewer Rehabilitation – FY 2013 Engineering Services**  
**Work Order 30 – Program Administration – FY 2013**

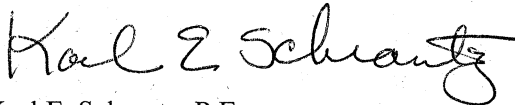
Work will be performed under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County.

The cost of this work is included in the project budget established under the current CWSRF financing that was secured through the New York State Environmental Facilities Corporation in 2011.

Should you have any questions or need additional information please do not hesitate to contact us at (315) 724-0100.

Very truly yours,

**SHUMAKER CONSULTING ENGINEERING  
& LAND SURVEYING, P.C.**



Karl E. Schrantz, P.E.  
Managing Engineer

KES/krf

Enclosures

✓ **UTICA OFFICE**  
430 Court Street, Suite 200  
Utica, NY 13502  
315-724-0100 • Fax 724-3715

**BINGHAMTON OFFICE**  
143 Court Street  
Binghamton, NY 13901  
607-798-8081 • Fax 798-8186

**ALBANY OFFICE**  
1510 Central Avenue, Suite 330  
Albany, NY 12205  
518-452-5730 • Fax 452-9230



## WORK ORDER 25

### SEWER REHABILITATION – FY 2013 ENGINEERING SERVICES

CWSRF Project No. C6-6070-08-00

#### I. PROJECT UNDERSTANDING

Consent Order No. R620060823-67 between the New York State Department of Environmental Conservation (NYSDEC) and Oneida County (County) with an effective date of December 12, 2011 requires, among other things, annual sewer rehabilitation construction contracts for the purpose of mitigating excessive inflow and infiltration (I/I) within the Sauquoit Creek Pumping Station (SCPS) basin. Rehabilitation and repairs to sanitary sewers are intended to assist in the mitigation of sanitary sewer overflows at the SCPS. The Consent Order requires that a minimum of 10 miles of sewer rehabilitation/repair work occur each year during the life of the Consent Order. Rehabilitation/repair (or “mitigation” as defined in the Consent Order) may include a combination of pipe rehabilitation, pipe replacement, manhole rehabilitation, stormwater cross connection repairs, private property I/I source removal, stormwater facilities to accommodate I/I source removal, and removal of other I/I sources.

Initial rehabilitation and repair construction contracts began in May 2012. The purpose of this Work Order is to provide engineering services associated with the engineering design, regulatory coordination, bid phase services, and associated project support necessary for the continuation of I/I reduction projects for 2013. Engineering may incorporate techniques such as sewer rehabilitation (chemical grouting, spot repairs, cured in-place pipe (CIPP) lining), pipe replacement, and/or inflow source removal (elimination of direct and/or indirect cross connections). Up to three (3) construction contracts will be developed and advanced under this Work Order with an estimated combined construction value of approximately \$5 million.

#### II. SCOPE OF SERVICES

##### A. Task 1: Preliminary Design Services

##### 1. Basemapping

For purposes of this Work Order, it is assumed that the existing mapping sources, including the County’s GIS mapping of the sewer systems, LiDAR data, and available record drawings will be sufficient for the sewer rehabilitation purposes and can be used for the preparation of construction drawings. We have included an allowance of \$10,000 for use in the event that a limited amount of topographic and/or property survey is required in order to complete designs in specific locations.

##### 2. Regulatory Coordination

- a. Rehabilitation of existing sewers has been identified as a Type II Action under the State Environmental Quality Review Act (SEQRA). Therefore, no further SEQRA action is anticipated with respect to sewer rehabilitation.

- b. Asbestos cement pipe, commonly referred to by the trade name as Transite pipe, is known to exist within the local municipal sewer systems. Repair and replacement procedures on such pipes are subject to New York State Department of Labor (NYSDOL) regulations for asbestos under Industrial Code Rule 56 (ICR 56). SCE previously prepared a system-wide variance application, in the name of Oneida County, that addresses sewer rehabilitation, repair, and replacement projects that have the potential to encounter asbestos-containing materials (ACM). The variance was approved by NYSDOL on February 16, 2012. It is assumed that no further assistance on this item is required.
- c. The engineering team will contact and provide information to Agencies that may require coordination and/or plan approval in advance of construction, including:
  - 1) New York State Department of Transportation – Work within highway right-of-way.
  - 2) Oneida County Department of Public Works – Work within highway right-of-way.
  - 3) New York State Environmental Facilities Corporation – Plan approval.
  - 4) New York State Department of Environmental Conservation – Plan approval.
  - 5) CSX Transportation, Inc. – Railroad right-of-way access permit.

**3. Basis of Design Report**

A brief basis of design report will be prepared for each planned rehabilitation project and will be submitted along with the corresponding set of plans and specifications to NYSDEC and New York State Environmental Facilities Corporation (NYSEFC) as part of the review and approval process. The report will include the following:

- a. Description of proposed sewer rehabilitation work, including location and itemized listing of defects with proposed method of rehabilitation/repair.
- b. Anticipated benefits of sewer rehabilitation work based on previously approved estimated I/I reduction.
- c. Opinion of probable project costs.
- d. Estimated construction schedule.

**B. Task 2: Construction Documents**

The engineering team will prepare drawings and specifications for the proposed I/I reduction projects that will be undertaken in conjunction with this Work Order. Documents will be suitable for public bidding and will include the following:

- 1. Establishment of location-specific rehabilitation techniques and generation of construction drawings. This may include techniques such as sewer rehabilitation

(chemical grouting, spot repairs, CIPP lining), pipe replacement, and/or inflow source removal (elimination of direct and/or indirect cross connections). Development of up to three (3) construction bid packages is anticipated.

2. Coordination with the Towns/Villages regarding planned construction work.
3. Prepare location-specific sewer rehabilitation construction details, where appropriate.
4. Prepare maintenance and protection of traffic drawing.
5. Prepare erosion and sediment control drawing.
6. Prepare technical specifications.
7. Preparation of front end (construction contract) documents. EJCDC (2007 edition) master contract documents, modified to meet the requirements of Oneida County, will be utilized.
8. Provide Oneida County with 50% and final construction documents for review and comment. This includes review meetings with Oneida County to address questions.

**C. Task 3: Bid Phase Services**

The engineering team will assist the County with the public bidding of a sanitary sewer rehabilitation bid package for work to be performed in 2013. Services will include:

1. Assemble a complete set of bidding documents including project-specific bid form and other related front-end documents for two bid packages.
  - a. Incorporate NYSEFC required documents and contracting language.
2. Printing of up to 50 bid sets.
3. Coordination and attendance at one (1) pre-bid meeting for each bid and prepare meeting notes for distribution to plan holders.
4. Address questions raised by the contractors.
5. Prepare addenda, if needed.
6. Canvas the bids and present result to the County.

For purposes of this Work Order, it is assumed that Oneida County will distribute bid sets to contractors.

**D. Task 4: Data Management**

Completed construction work will be documented and incorporated into the County's data management software system (Lucity). For purposes of this Work Order, it is assumed that the engineering team will work closely with the County (in particular, Herkimer-Oneida County

Comprehensive Planning Program (HOCCPP)) on this task. Specifically, the engineering team will collect construction data using Lucity's Work Master module. Data will be delivered weekly or as-needed to HOCCPP for format, QA/QC, and uploading to the County server. Based on experience learned during the 2012 construction contracts, this requires a consistent and daily, time intensive effort by the engineering team in order to keep the information current in the Lucity database.

**E. Task 5: Funding Agency Coordination**

SCE will assist the County with the coordination of NYSEFC project requirements. This includes:

1. Coordination of NYSEFC design review.
2. Troubleshooting of funding related administrative issues that will develop from time to time between the County and NYSEFC.

For purposes of this Work Order, it is assumed that Oneida County will perform all the mandatory funding agency administrative requirements, including but not limited to:

1. Administration and coordination of the MBE/WBE utilization plan.
2. Preparation and submission of monthly and quarterly MBE/WBE reports.
3. Certified payroll review and verification with employees.

**F. Task 6: Construction Phase Services**

**1. Construction Administration**

- a. Prepare construction contracts for execution by the County and Contractor(s).
- b. Coordinate and attend a pre-construction meeting(s) and prepare meeting notes for distribution to the project team.
- c. Review the shop drawings and submittals for related work. Assume 30 items for review.
- d. Address technical questions raised by the Contractor(s).
- e. Review payment applications.
- f. Site visits by the Project Manager and/or Design Team members to review overall project status.
- g. Preparation of record drawings based on completed construction information supplied by the contractor(s). An as-built (post-construction) survey is not included.

**2. Construction Observation**

In order to monitor the contractor's conformance with the plans and specifications, qualified construction representatives will be assigned by the engineering team to the various construction contracts. The inspectors will provide the following services:



- a. Observe construction activities to assess that the work is constructed in conformance with the approved plans and specifications and subsequent field orders/change orders.
- b. Monitor and document installed unit price quantities.
- c. Coordinate construction schedule updates from the Contractors.
- d. Prepare daily field reports.
- e. Provide documentation of completed construction work in support of the data management effort (Lucity) by the engineering team.
- f. Maintain construction photo log.
- g. Review draft payment applications for accuracy and completeness prior to the Contractor's formal submission to the Engineer.
- h. Review and address technical questions raised by the Contractor. Coordinate response with the design team as necessary.
- i. Coordinate and/or conduct construction progress meetings, when required.
- j. Maintain an updated set of record drawings at the field office.

**G. Task 7: Project Management**

- 1. Project management will include staffing and resource allocation, subconsultant coordination, project accounting, cost control, tracking and billing, and administrative assistance to the Commissioner on an as needed basis. Karl Schrantz PE will be the Project Manager and Brian Whittaker PE will be the Project Engineer for this Work Order with technical support provided by GHD Consulting Engineers, LLC and Savin Engineers, P.C., (MBE).
- 2. Additionally, services will include the tracking and reporting of SCE's MWBE and EEO efforts in accordance with NYS Executive Law 15-A and services required to comply with NYSEFC requirements.

**III. COMPENSATION**

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services outlined in Section II is estimated as indicated in Table 1 and summarized below.

TASK	DESCRIPTION OF SERVICES	ESTIMATED FEE
A	Preliminary Design	\$ 62,100
	Survey (allowance)	\$ 10,000
B	Construction Documents	\$104,300
C	Bid Phase	\$ 17,900
	Printing (allowance)	\$ 6,900
D	Data Management	\$ 46,200
E	Funding Agency Coordination	\$ 9,700
F	Construction Phase Services	
	Construction Administration	\$ 63,000
	Construction Observation	\$357,600
G	Project Management	\$ 20,300

- B. Additional services beyond the Scope of Services described in Section II will be considered extra work and will necessitate additional compensation.
- C. Payments for work will be due monthly on the basis of statements submitted by the Engineer for the work performed during the period.

**IV. TIME OF COMPLETION**

The above Scope of Services will be completed within a mutually acceptable period of time. It is assumed that these services will continue through December 2013.

**V. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Work Oder No. 25 under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between SCE and Oneida County.

**VI. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE AND EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

SCE will comply with the applicable provisions of New York State Executive Law 15-A that pertain to professional service contracts which includes making good faith effort to achieve assigned goals for participation by minority and women-owned business enterprises (hereinafter referred to as MWBE) and equal employment opportunity (EEO) where required by the work of this contract. The percentage goals for MWBE participation and EEO are defined in SCE's MWBE Utilization Plan previously approved by NYSEFC. Refer also to Attachment B for specific contract language.

This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

**Consultant**

**Client**

**SHUMAKER CONSULTING ENGINEERING  
& LAND SURVEYING, P.C.**

**COUNTY OF ONEIDA**

By: Paul D. Romano, P.E.

By: Anthony J. Picente Jr.

Title: Senior Managing Engineer

Title: County Executive

Signature: 

Signature: \_\_\_\_\_

Date: January 3, 2013

Date: \_\_\_\_\_

**ATTACHMENT A  
RATE SCHEDULE**

**1.0 SHUMAKER CONSULTING ENGINEERING & LAND SURVEYING, P.C.**

**1.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Senior Managing Engineer	\$170.00
Managing Engineer II	\$162.00
Managing Engineer I	\$153.00
Sr. Project Engineer	\$133.00
Project Engineer	\$108.00
Engineer	\$100.00
Assistant Engineer	\$87.00
Land Surveyor II	\$113.00
Land Surveyor I	\$106.00
Environmental Scientist IV	\$105.00
Environmental Scientist III	\$100.00
Environmental Scientist II	\$81.00
Environmental Scientist I	\$75.00
Sr. Eng Technician	\$81.00
Engineering Technician	\$59.00
Jr. Engineer	\$75.00
Senior Construction Inspector	\$90.00
Construction Inspector	\$60.00
Jr. Construction Inspector	\$50.00
Technician	\$56.00
Technical Typist	\$59.00
Party Chief (Field)	\$82.00
Instrument Person (Field)	\$66.00
Rod Person (Field)	\$60.00

**1.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.

**2.0 GHD CONSULTING ENGINEERS, LLC**

**2.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Vice President/Technical Advisor	\$221.00
Associate	\$171.00
Senior Project Manager	\$154.00
Senior Engineer	\$148.00
Project Manager	\$139.00
Project Engineer	\$112.00
Engineer or Scientist	\$98.00
Architect	\$107.00
Managing Designer	\$134.00
Senior Designer	\$108.00
Designer	\$96.00
Senior Drafter	\$79.00
Drafter	\$68.00
Technician	\$64.00
Construction Project Representative	\$87.00
Field Technician	\$55.00
Secretarial/Word Processing	\$69.00

**2.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 2.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 2.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 2.2.3 The actual cost of outside services and subcontractors;
- 2.2.4 Cadd Workstation at no cost
- 2.2.5 Telecommunication charges including long distance telephone, facsimile, and cell phone charges at \$1.15/hour
- 2.2.6 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 2.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 2.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 2.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 2.2.10 The actual cost of premiums paid on overtime worked.

**3.0 SAVIN ENGINEERS, P.C.**

**3.1 Hourly Rates**

ENGINEER will pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Vice President	\$225.00
Senior Engineer	\$150.00
Managing Engineer	\$135.00
Project Engineer	\$112.00
Draftsperson/CADD Designer	\$67.00
Construction Inspector	\$82.00
Junior Construction Inspector	\$50.00
Field Technician	\$47.00
Engineering Technician	\$65.00
Office Support	\$67.00

**3.2 Non-salary expenses and outside services attributable to the Project**

ENGINEER shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 3.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 3.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 3.2.3 The actual cost of outside services and subcontractors;
- 3.2.4 Authorized mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence, not to exceed \$0.56/mile;
- 3.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 3.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 3.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 3.2.8 The actual cost of premiums paid on overtime worked.

## ATTACHMENT B

### NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION (NYSEFC) STATE REVOLVING FUND (SRF)

#### MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE – EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

The Contractor and any subcontractor (hereinafter Contractor(s)) will act in accordance with federal and State Minority and Women-owned Business Enterprise – Equal Employment Opportunity (MWBE-EEO) laws and regulations governing this project, including but not limited to Executive Law 15-A, 5 NYCRR Parts 140-145, and 40 CFR Part 33. The Contractor will be required to provide opportunities for minority and women-owned business participation, and maintain such records and take such actions necessary to demonstrate compliance in the performance of the project.

#### Additional Terms Required to be included in Contracts and Subcontracts

The Contractor agrees to make documented good faith efforts to utilize **Minority Business Enterprises (MBE) subcontractors for at least 8.8%** of the dollar value of the contract and to utilize **Women Business Enterprises (WBE) subcontractors for at least 8.8%** of the dollar value of the contract. Where the Contractor is a certified MBE or WBE, the dollar value of the Contractor's share of the total contract amount will fully count toward meeting the applicable utilization goal.

The contractor and its subcontractors will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, affirmative action will apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

Prior to the award of a contract regarding the Project, the contractor and any subcontractor will submit an EEO policy statement to the Recipient within the timeframe set by the Recipient.

The contractor's and any subcontractor's EEO policy statement will contain, but not necessarily limited to, the following:

- (i) The contractor and any subcontractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure the minority group members and women are afforded equal employment opportunities without discrimination and will make the document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) The contractor and any subcontractor will state in all solicitations or advertisements for employees that, in the performance of the contract relating to the Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability, or marital status.

- (iii) Each contractor and any subcontractor will 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 or subcontractor's obligations herein.

Any contractor or subcontractor will, as a precondition to entering into a valid and binding contract relating to the Project, agree to the provisions set forth in (i), (ii), and (iii) above, and will include or to make reference to said provisions in all contracts and documents soliciting bids or proposals relating to the Project.

Except for construction contracts, prior to an award of a contract relating to this Project, the contractor and any subcontractor will submit to the Recipient a **staffing plan** of the anticipated work force to be utilized on such contract or, where required, information of the contractor's and any subcontractor's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Recipient.

Within 10 days after award of a contract relating to this Project, the contractor and any subcontractor will submit to the Recipient a work force utilization report (**utilization plan**), in the form and manner required by the Recipient, of the work force actually utilized on the contract relating to this Project broken down by specific ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Recipient.

All agreements and bid specifications for contracts and subcontracts for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements will include provisions requiring contractors and subcontractors to make a good faith effort to solicit active participation by enterprises identified as certified businesses, and requiring parties to agree to be bound by the provisions of Section 316 of Article 15-A.

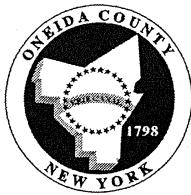
#### **Compliance with Federal Requirements**

The Contractor will comply with all federal laws and regulations, including but not limited to those laws and regulations under which Federal funds were authorized and were provided to the SRF recipient. The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under SRF. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The contractor is not a debarred or suspended party under 2 CFR Part 180, 2 CFR Part 1532, and 40 CFR Part 32. Further, neither the contractor nor any of its subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations or with any party that has been determined to be ineligible to bid under Section 316 of the Executive Law.”







**ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442  
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr.  
County Executive

Steven P. Devan, P.E.  
Commissioner

February 4, 2013

FN 20 13-072

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

**PUBLIC WORKS  
WAYS & MEANS**

Re: Work Order #26, Sauquoit Creek Pumping Station Upgrade  
Capital Project HG-449 CWSRF No. C6-6070-08-02  
Shumaker Consulting Engineering and Land Surveying, P.C.

Dear County Executive Picente:

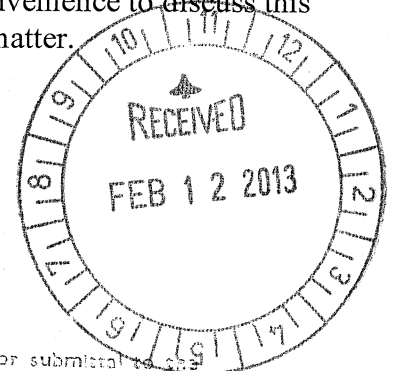
On July 25, 2007 the Oneida County Board of Legislators authorized hiring Shumaker Consulting Engineering and Land Surveying, P.C. to provide engineering services for compliance with the consent order issued by the New York State DEC (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant. The formal contract between Shumaker and Oneida County, approved on November 28, 2007 by the Board of Legislators, calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

Shumaker has submitted for consideration Work Order #26 which would cover the preliminary design for the upgrades at the Sauquoit Creek Pumping Station and the new forcemain between it and the Oneida County Water Pollution Control Plant. The goal is to complete all the preliminary design work as well as the regulatory permitting, environmental and engineering studies and associated approvals necessary to produce a final design for these projects. Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$737,000. Funding for this work order will be tracked by capital project HG-449.

I would appreciate consideration of this work order by you and the Board of Legislators at your earliest possible convenience. I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

Sincerely,  
**THE ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.  
Commissioner



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

Anthony J. Picente, Jr.  
County Executive

Date 2/12/13

Cc: Karl E. Schrantz, P.E. – Shumaker Engineering

Attachments: Six (6) copies of Work Order #26  
Contract Summary Sheet

Oneida Co. Department: WQ&WPC

Competing Proposal   X    
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Oneida County Sewer District

**Title of Activity or Service:** Work Order #26- Shumaker Engineering  
Sauquoit Creek Pumping Station Upgrade and  
New Forcemain Preliminary Design

**Proposed Dates of Operation:** This work is planned for FY2013

**Client Population/Number to be Served:** Oneida County Sewer District/  
approximately 110,000 people.

**Summary Statements**

**1) Narrative Description of Proposed Services:** This work order covers the preliminary design work for the Sauquoit Creek Pumping Station upgrades and New Forcemain between it and the Oneida County Water Pollution Control Plant.

**2) Program/Service Objectives and Outcomes:** The goal is to complete all the preliminary design work as well as the regulatory permitting, environmental and engineering studies and approvals necessary to produce a final design for these projects.

**3) Program Design and Staffing:** Shumaker Engineering will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$737,000      **Account #:** HG449

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be provided by bonds from NYS Environmental Facilities Corporation tracked with capital projects HG449.

**Proposed Funding Sources (Federal \$/ State \$/County \$):** New York State Environmental Facilities Corporation bonds.

**Cost Per Client Served:** \$6.70

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** The forcemain project is extremely complex due to its location. Work has to begin now to meet NYSDEC Consent Order deadlines.

February 1, 2013

Mr. Steven Devan, P.E., Commissioner  
Oneida County Department of Water Quality  
& Pollution Control  
P.O. Box 442  
Utica, NY 13503-0442

**Re: SPDES Permit Compliance and CSO/SSO Abatement Project  
Work Order 26 – Sauquoit Creek Pumping Station Upgrade and New Forcemain  
Preliminary Design  
CWSRF No. C6-6070-08-02  
SCE No. 07060.00**

Dear Mr. Devan:

Shumaker Consulting Engineering & Land Surveying, P.C. (SCE) in conjunction with Brown and Caldwell (engineering team) is pleased to provide the following Work Order for services to be performed for the above referenced project:

**Work Order 26 – Sauquoit Creek Pumping Station Upgrade and New Forcemain Preliminary Design**

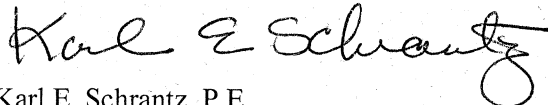
Work will be performed under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County.

Financing for this work will be funded through a new CWSRF low interest loan to be issued by the New York State Environmental Facilities Corporation. Oneida County is in the process of finalizing this financing package.

Should you have any questions or need additional information please do not hesitate to contact us at (315) 724-0100.

Very truly yours,

**SHUMAKER CONSULTING ENGINEERING  
& LAND SURVEYING, P.C.**



Karl E. Schrantz, P.E.  
Managing Engineer

KES/krf

Enclosures

✓ **UTICA OFFICE**  
430 Court Street, Suite 200  
Utica, NY 13502  
315-724-0100 • Fax 724-3715

**BINGHAMTON OFFICE**  
143 Court Street  
Binghamton, NY 13901  
607-798-8081 • Fax 798-8186

**ALBANY OFFICE**  
1510 Central Avenue, Suite 330  
Albany, NY 12205  
518-452-5730 • Fax 452-9230

**WORK ORDER 26**

**SAUQUOIT CREEK PUMPING STATION UPGRADE AND NEW FORCEMAIN  
PRELIMINARY DESIGN**

**CWSRF Project No. C6-6070-08-02**

**I. PROJECT UNDERSTANDING**

A detailed engineering evaluation of the Water Pollution Control Plant (WPCP) and the Sauquoit Creek Pump Station (SCPS) was submitted by Oneida County to the New York State Department of Environmental Conservation (NYSDEC) on August 27, 2012. This was done in response to the requirements of the Consent Order (No. R620060823-67) between NYSDEC and Oneida County due to sanitary sewer overflows (SSO) at the SCPS. The evaluation expanded upon the preliminary assessment of the SCPS and forcemain that was performed under Work Order No. 2 in 2007 and updated in 2010. The WPCP and SCPS evaluation was approved by the NYSDEC in November 2012.

The purpose of this Work Order (Work Order No. 26) is to provide preliminary design services for the planning, engineering, and permitting associated with the planned upgrades to both the SCPS and second forcemain that will be constructed between the pump station and the WPCP. More specifically, the work will include: preliminary design and development of basis of design information including hydraulic assessments, identification of replacement/upgrade equipment, regulatory coordination, and summary of permitting requirements. The preliminary design effort will include the development of preliminary design drawings associated with modifications to the SCPS and the associated new 4.5 mile forcemain route. The work also includes modifications at the WPCP to accept the new forcemain from the SCPS.

The design will incorporate the following major scope elements.

**A. SCPS Modifications**

**1. Screening**

The intent is to replace the existing climber type screen with a new mechanical screen rated for ultimate design capacity of the SCPS. A second mechanical screen in parallel with the first and equal in capacity will also be included in the design. It is anticipated that the bar spacing will be ½ inch. The mechanical screens at the SCPS will be on emergency power and therefore, operable under all power conditions. The ability to install a screenings washer/compactor will also be evaluated during the preliminary design phase.

**2. Emergency Generator/Electrical Upgrade**

A new emergency generator will be provided at the SCPS along with a new automatic transfer switch and associated conduit and wiring. The generator will be sized to power critical equipment during a power outage to allow the station to pump peak flows. In addition, electrical power upgrades will be provided to be compatible with proposed utility service upgrades and the generator output voltage.

### 3. Vault Installations

New metering and flow control vaults are proposed, located outside the SCPS building. If it is not possible to obtain approval from CSX Transportation, Inc. to install a parallel forcemain that crosses under the railroad tracks, then the vaults will need to be constructed on the opposite side of the railroad tracks. The actual vault locations will be determined during the preliminary design effort.

The flow control vault will be designed with hydraulically actuated valves to control flow to the parallel forcemains. A second, downstream vault will contain flow meters to provide flow monitoring. The flow meters will be used to regulate flow between the two forcemains via the automated valves and will be programmed to maintain sufficient scouring velocities between the two forcemains, isolating forcemains as required. User overrides will dictate which forcemain remains in operation. A remote control panel will provide remote control of the valves, indicate valve position, and provide flow readout.

A vault will also be designed along Leland Avenue upstream of the WPCP where the existing SCPS forcemain discharges into the Mohawk River Interceptor. The vault will include a header that will combine the new and existing SCPS forcemains into a common forcemain. Preliminary estimates indicate that this common forcemain, which will extend from the new vault to the WPCP, may be on the order of 54 inches in diameter. This vault will also contain valves with automated actuators, which will allow discharge to the 54-inch common forcemain under normal conditions, or to the Mohawk Interceptor should the 54-inch forcemain require cleaning or repair.

An additional vault will be designed for the connection of the Barnes Ave Pump Station forcemain into the new SCPS forcemain. This vault will contain automatic valves which will allow discharge into either the existing or new SCPS forcemain depending on the status of system operation. Valve status at the SCPS will automatically direct Barnes Ave flow to the appropriate forcemain.

Special forcemain manholes will be designed along the new forcemain as required to house air relief and drain valves. The locations will be determined as part of the preliminary design effort.

### 4. New Force Main

A new force main from SCPS to the WPCP, estimated to be 36 inches in diameter will be designed. The routing will be mostly parallel to the existing forcemain, within the existing easement. The forcemain routing will include crossing of a heavy rail line, major multi-lane roads, and within contaminated soils. Evaluation of the most appropriate trenchless construction technology for pipe installation in these areas will be part of the preliminary design effort.

Along and through wetland areas parallel to the railroad easement and embankment, we will consider a design where the new forcemain is installed near or at the existing surface grade along the toe of the embankment, with fill used to cover the forcemain to a depth of several feet. This will, of course, require close coordination with CSX

Transportation, Inc., including their ultimate approval. Depending on soil conditions, a pipe support system may be needed. Vehicular crossings will be incorporated into the design where possible in order to improve access to the easement area for maintenance and inspection activities.

In the remaining areas of the alignment, traditional open-trench cut and fill construction will be used.

#### **5. WPCP Modifications**

To construct the WPCP upgrades including the split flow wet weather configuration as described in the "Water Pollution Control Plant and Sauquoit Creek Pump Station Evaluation", dated August 2012, which will significantly reduce combined sewer overflows (CSOs) along the Mohawk River Interceptor and assist in the mitigation of sanitary sewer overflows (SSOs) at the SCPS, new structures and piping will be required at the WPCP. The design of the WPCP upgrades is outside the scope of this Work Order. However, the design of a new terminal structure and associated yard piping modifications will be prepared in order for the WPCP to accept flow from the SCPS on an interim basis.

A new distribution structure will be designed at the effluent of the primary settling tanks to facilitate the WPCP upgrades and split flow wet weather configuration. This will also improve distribution of sanitary flow to the three existing aeration basins. This new distribution structure will be used on an interim basis with the existing primary settling tanks and also in the future, after WPCP modifications are completed and new primary settling tanks are constructed. In the interim, the new distribution box will provide a termination point for the new SCPS forcemain which in turn will free up capacity in the existing primary settling tanks for additional flow from the Mohawk River Interceptor.

## **II. SCOPE OF SERVICES**

### **A. Task 1 Project Management**

#### **1. Subtask 1.1 – Project Management Administration**

This task allows for the routine management, administration, and coordination of the work efforts for the preliminary design activities. Included in this task is the appropriate coordination with Oneida County and engineering team members, management of the project, monitoring of budget and schedule, cost control, and administrative assistance to the Commissioner on an as needed basis. Karl Schrantz, P.E. will be the Project Manager and will be responsible for project administration. Mark Allenwood, P.E. will be Project Manager from Brown and Caldwell and will be responsible for overall technical/engineering coordination.

Completion of a safety plan by Brown and Caldwell for project activities is included in this task.

**2. Subtask 1.2 – Project Meetings and Workshop**

An initial meeting with Oneida County (County) will be conducted to kick-off the preliminary design, review the scope of work, and review the schedule for conducting the work. A number of subsequent meetings will be required to meet with the County, regulators, etc. It is anticipated that a total of four (4) formal meetings/workshops will be held over the course of this Work Order. A final workshop will be conducted for the review and refinement of the preliminary design.

**3. Subtask 1.3– Technical Quality Reviews**

Under this subtask, technical reviews of the project will be conducted by senior staff members. It is anticipated that senior Brown and Caldwell personnel will be involved initially to ensure that the appropriate and most cost effective system will be designed. Senior Brown and Caldwell engineers will conduct reviews of the hydraulic calculations and the preliminary design submittal.

**B. Task 1 Deliverables: Meeting notes from project team meetings.**

**1. Task 2 Basis of Design**

**a. Subtask 2.1 – Site Visits/Condition Assessment**

In conjunction with the preliminary design effort, a total of six site visits will be conducted.

Five site visits will be conducted at the SCPS and along the forcemain route to field verify the location and installation requirements and associated support systems. These site visits will include interviewing and coordinating with County staff to document the appropriate understanding of system functionality requirements. Along with site visits, existing information and documents will be reviewed to begin the work, including historic and aerial photography of the alignment, historical reports, existing utilities ownership and location, existing geotechnical report and maps, and assessor's parcel maps.

One site visit will be conducted at the WPCP to determine the appropriate location of the distribution structure and primary effluent piping alignment to the aeration basins. Along with this site visit, existing information and documents will be reviewed to begin the work, including WPCP as-built drawings and historical reports.

For expense budgeting purposes, it was assumed that these six meetings will occur on the same day as either the site visits in Subtask 1.2 or the permitting meetings in Subtask 2.6 and 2.7; therefore, no additional travel expenses are assumed for this subtask.

**b. Subtask 2.2 – SCPS Hydraulic Analysis**

The pumping capacity of the station will have the potential to double with the new forcemain and the design will incorporate new automatic valves to control flow to the new and existing forcemains. To document the potential hydraulic impacts due to the planned increase in flow and addition of valving, a transient analysis to model hydraulic behavior will be performed and recommended modifications will be described. Also, a desktop hydraulic analysis will be performed of the inlet condition into the SCPS to assess the hydraulic impacts of additional flow into the station to determine if this additional flow will cause hydraulic problems at the station.

**c. Subtask 2.3 – WPCP Primary Effluent Distribution and Hydraulic Analysis**

A desktop hydraulic analysis will be performed to determine the pipeline diameter and hydraulic structures required to control and equally distribute flow from the existing primary clarifiers to the three existing aeration basins. This analysis will determine the extent of the features for the distribution structure to be included under this design and those reserved for the future WPCP upgrades. It is assumed that all as-built information will be available for the existing aeration basins and yard piping at the WPCP.

**d. Subtask 2.4 - Base Mapping**

Base mapping will be developed along the forcemain route and where connections to the new forcemain are planned. For purposes of this Work Order, it is assumed that basemapping will be developed from the compilation of aerial photography performed by LaFave, White, & McGivern, LS, PC in March 2012 for this project. Ground control of approximately 26 horizontal and 26 vertical points will be surveyed to control both flight lines from the original aerial photography to support the compilation effort supplemented by additional ground survey where aerial photography is obstructed due to existing features. Elevations will tie into the existing WPCP datum. The engineering team will define the limits of mapping necessary for this project and will coordinate with the project surveyor.

All survey work will be done under the direction and control of a Professional Land Surveyor, licensed by the State of New York. The field survey will include identifiable survey monuments, topographic features, easements, structures, and elevations. All located utility covers, including existing sewer manholes, storm drain manholes, and utility and valve vaults will be identified and marked in the field. Property lines will be shown based on monumentation found along with existing tax mapping. Reputed owners will be shown with tax parcel number, deed book number, and page. NYSDOT takings and their easements of record will also be shown. No mapping of fee takings and/or permanent easements are included in this Work Order but can be provided, if needed, as an additional service.



The field survey will include the measurement of the invert and manhole rim elevations of the existing sewer. The size, orientation, and invert of the pipe connections will also be recorded. The manholes will include the existing access manholes and gravity sewer or storm sewer manholes impacted by the project. Control will meet or exceed NGVD 88 requirements and will be based on NAD 83.

Surveying will also include the location of up to 20 utility pothole locations for the subsurface exploration performed as part of Subtask 2.5.

e. **Subtask 2.5 - Geotechnical and Subsurface Utility Exploration**

Soil borings and associated geotechnical analysis are critical elements in support of the design and construction of the SCPS and forcemain upgrade project. The engineering team will coordinate a geotechnical program for the project and retain the services of a geotechnical subconsultant to perform the necessary work. The scope of work will generally include the following:

Subsurface Exploration Program

Soil borings will be performed along the new forcemain route including highway and railroad crossings, and at valve chamber and directional drilling entrance and exit locations. It is estimated that eight (8) to ten (10) investigational borings will be required for the four forcemain crossings under the railroad, major multi-lane roads, and contaminated soils areas. Additionally, we've estimated an additional 55 soil borings will be required along the SCPS forcemain alignment. Four groundwater observation wells will also be installed at selected locations as part of this effort.

The geotechnical subconsultant will analyze the soils data and site condition. A report will be prepared that will include field and laboratory data, description of subsurface soil and water conditions, soil boring logs, and geotechnical/engineering recommendations with respect to pipe trench design/construction, road/rail crossings, and subgrade/subbase requirements for pipe and vault support.

Environmental Screening

Portions of the forcemain route will cross through former and existing industrial and/or otherwise potentially environmentally sensitive areas. During the soil boring operations, the engineering team and/or geotechnical subconsultant will screen recovered soil samples for the presence of noticeable staining, odors indicative of petroleum presence, and elevated photoionization detector (PID) readings to base soil sample collection on. For budget purposes, we assume that up to 10 soil samples will require analytical testing. Samples will be tested for volatile organic compounds (EPA Method 8260 TCL and STARS compounds, semi-volatile compounds (Method 8270 STARS), and total RCRA Metals. This information will be needed in support of the pipeline design as well as supporting documentation for contractor health and safety planning.

### Subsurface Utility Exploration

A specialty subconsultant/subcontractor will be retained to perform utility vacuum extraction potholing along the forcemain route. This will be critical to determining the presence and elevation/depth of existing underground utilities along the new forcemain route. Utility potholing will be performed at up to 20 locations along the alignment. This work will be subject to accessibility and permit requirements and information may not be obtainable at all locations. The engineering team will coordinate and oversee the SUE subcontractor's work. Submitting traffic control plans and setting up traffic control for potholing will be the responsibility of the SUE subcontractor. Utility pothole locations will be surveyed for inclusion on the drawings.

The engineering team will review the geotechnical, environmental screening, and subsurface utility exploration reports, evaluate impacts to the proposed forcemain alignment, and adjust the forcemain alignment where appropriate.

#### **f. Subtask 2.6 - Permits and Approval**

The engineering team will coordinate with the various regulatory agencies to identify potential permits and project approvals. It is anticipated that permit applications will be submitted at a later date under a future work order after preliminary design has been completed, route selection and design parameters confirmed, and potential easements/right-of-way issues have been identified. The engineering team will prepare preliminary permit application support documents and meet with the agencies to discuss permit related constraints. The engineering team will attend up to six (6) 2-hour meetings with permit-issuing agencies and the County to coordinate the permit acquisition process.

The following is a preliminary list of potential agencies that we will need to coordinate with:

- New York State Department of Transportation
- New York State Department of Environmental Conservation
- Army Corps of Engineers
- City of Utica

#### **g. Subtask 2.7 - Railroad Crossing Coordination and Approvals**

The engineering team will coordinate and initiate communication with both CSX Transportation, Inc. and New York, Susquehanna and Western Railway Corporation (NYS&W) to present the project scope and determine the information and permit needs for a railroad track crossing and right-of-way occupation. Based on initial investigations, a Right-of-Entry permit from CSX Transportation, Inc. may be required for initial survey and boring activities. A Utility permit may also be required for construction activities. Similar permits will be required from NYS&W. The engineering team will prepare the required permit applications and facilitate permit approval as necessary for the

preliminary design efforts. We will also be the point of contact for any questions that arise and prepare correspondence with the railroads. Included in this subtask are two (2) 2-hour meetings with the railroad companies.

**h. Subtask 2.8 - Wetland Delineation and Permitting**

Wetland Delineation and Mapping

Review Existing Maps

Upon authorization from Oneida County to proceed with this Work Order, the engineering team will review available wetlands mapping, soil survey data, aerial photography, topographic mapping, floodplain mapping, and the County Hydric Soils list.

Wetland Field Delineation

A field investigation will be performed to screen the areas in the vicinity of the proposed access roads/clearing locations. Identified wetlands will be delineated in accordance with the procedures outlined in the 1987 Corps of Engineers Wetland Delineation Manual and the Interim Northeast Regional Supplement. Based on a preliminary review of the National Wetland Inventory (NWI) Maps, there are approximately 20 mapped NWI wetlands within or immediately adjacent to the proposed impact areas; approximately nine (9) of these locations are also mapped as NYSDEC-Freshwater Wetlands. Only the portions of the wetlands existing in the immediate vicinity of the proposed work will be delineated. It is assumed that the delineated boundary will be sufficient to determine project-related impacts.

The engineering team will locate the wetland boundaries in the field using a GIS grade (mapping grade) handheld GPS unit.

Wetland Delineation Report

Information obtained during the field investigation will be documented and included in a Wetland Delineation Report that contains the information necessary to obtain a Jurisdictional Determination and ultimately a permit. The report will be prepared in accordance with the 1987 Army Corps of Engineers Wetland Delineation Manual and the Interim Northeast Regional Supplement.

The report will contain the following:

- Introduction – Brief history and project need.
- Site Description – Nature of the site with regard to topography, vegetation, hydrology, and soils.
- Agency Resource Information – Documentation of mapped wetlands and soils, with references to maps.
- Site Ecology – Vegetation, soils, and hydrology descriptions for each wetland as well as a discussion of hydrologic connections.

- Methodology – Sampling procedures.
- Results and conclusions.

Avoidance, Minimization, and Mitigation – Discussion of measures to avoid and minimize impacts followed by information regarding whether mitigation is required.

- References.

All figures and maps will be on 8.5” x 11” sheets such that the document is suitable for use as a USACE permit attachment. The report will contain the following figures/maps to supplement the report text:

- Project Location Map using USGS topographic mapping. Latitude and Longitude will be displayed at the site location.
- Key Map.
- Wetland boundary locations, sampling points, soil types, NWI/DEC mapped wetlands and photograph locations depicted on aerial photography.

The report will contain the following Appendices:

- Wetland Delineation Data Sheets.
- Function-Value Evaluation Sheets.
- New York State and County Hydric Soils Lists.
- Photographs (locations keyed to figure identified above).

The engineering team will provide the County with one (1) hard copy set of the report. An electronic copy of the report will also be provided in adobe acrobat format. Five (5) copies of the report will be prepared and submitted with the permit application package.

#### USACE Jurisdictional Determination

The engineering team will submit the Wetland Delineation Report (prepared above) with a formal request for Jurisdictional Determination (JD). It is expected that the USACE will walk some of the delineated wetlands, in order to supplement the report/mapping review and issue a JD. For estimating purposes, it is assumed that the site review will not exceed two (2) days in the field, and that significant boundary modifications will not be necessary.

#### NYSDEC/USACE Joint Permit Application

Discharges of dredged or fill material into Waters of the United States, which includes wetlands, typically requires authorization by the USACE. It is expected that wetland impacts will occur and a USACE Section 404 permit will be required to authorize the proposed activities. It is also assumed that the project will require work within NYSDEC Freshwater Wetlands and/or their 100-foot regulated buffer area. As such, it is anticipated that Article 24

Freshwater Wetlands Permit and Section 401 Water Quality Certification will also be required. The engineering team will prepare the required permit application package which will include:

- Joint Permit Application Sheet and supplemental project discussion.
- Project Location Map (prepared above).
- Representative Photographs of Impacted Areas.
- Project plans showing areas of wetland impact.
- Details of locations where access improvements cross through or adjacent to wetlands.
- Erosion and Sediment Control Plans.
- Wetland Impact Table.
- Wetland Delineation Report (prepared above). Discussion of Avoidance and Minimization Measures. At this point in time, it is assumed that wetland mitigation will not be required and therefore, the planning, permitting, and engineering of mitigation measures are not included in this work order.

**i. Subtask 2.9 - Easement Acquisition Assistance**

The new forcemain alignment will be mostly parallel to the existing forcemain, within the existing easement. It is assumed that limited easement acquisition assistance will be required. The engineering team will provide assistance to the County in identifying the need for new easements (permanent or temporary) outside of that required for the railroad crossing. The County will be responsible for acquiring title reports of each parcel and the actual acquisition of the easements required for the project.

**j. Subtask 2.10 – Cultural Resource Survey**

Completion of a cultural resource survey meeting the approval of the New York State Office of Parks, Recreation, and Historic Preservation (SHPO) is required in order to obtain state and /or federal project financing as well as state and federal permits. For this Work Order, a cultural resource specialist (subconsultant) will be retained to perform this work.

Initial work will begin with a Phase 1A cultural resource survey which will include:

- Review of available historic site documentation (plans, maps, photographs, and other).
- Site walkover (document visible disturbance, assess view shed).
- Site files check (OPRHP, NYSM, and others as needed) to identify locations of known archaeological sites.
- Review of any documentation of disturbance (to identify type and extent).
- Preparation of a Phase IA report with recommendations for submission to the SHPO.
- Coordination/consultation with SHPO.

The Phase IA Cultural Resource Survey will be conducted following the OPRHP (2005) Standards required for SHPO review of projects under Federal Section 106 of the National Historic Preservation Act (1966) and Section 14.09 of the New York State Historic Preservation Act (1980). We have budgeted \$6,000 for the Phase 1A subconsultant services.

A search of the SHPO database indicates that portions of the project limits are within archaeological sensitive areas. Therefore, a Phase 1B survey may also be required if prior ground disturbance cannot be adequately demonstrated. In the event that a limited Phase 1B, we have established a contingency budget of \$9,500 for subconsultant services. This assumes approximately 100 shovel tests to check sensitive areas and confirm prior disturbance resulting in no sensitive sites identified and no further work recommended.

**k. Subtask 2.11 – Basis of Design Report**

A Basis of Design Report will be prepared and submitted which will include a summary of the preliminary design findings, recommendations, and basis of design information. The report will identify key criteria and concepts, constructability, construction phasing, operation and control strategy, and flow bypassing requirements. The report will identify all clearances, approvals, and permits necessary to construct the project. The report will also identify documents and information needed to procure any required permanent and construction easements. A preliminary cost estimate and schedule will also be provided.

**Task 2 Deliverable:** Five (5) copies of a Draft Basis of Design Report and an electronic copy. Five (5) copies of a Final Basis of Design Report and an electronic copy.

**2. Task 3 Preliminary Design**

**Preliminary Design Submittal**

The objective of this subtask is to provide the County with a summary of the proposed improvements inclusive of the preliminary SCPS forcemain routing, WPCP modifications, equipment features and layouts, P&IDs and control descriptions, and a draft description of how existing facilities will operate during construction. Preliminary design submittal (defined as 30-percent level of completion) will also include a preliminary list of specifications that would likely be included within the construction bid documents. The design development will be in accordance with the latest edition of the Recommended Standards for Wastewater Facilities (Ten State Standards).

**a. Subtask 3.1 – SCPS General/Civil Preliminary Design**

General/civil preliminary design will include development of the valve chamber layouts and the forcemain routing alignment, and location of new and modified outside piping. Drawings will also show new access roadways, easements,

wetland and restricted areas, potential stormwater mitigation requirements, and applicable civil construction details. No landscaping modifications are assumed beyond that required for restoration.

**b. Subtask 3.2 – SCPS Structural Preliminary Design**

Structural preliminary design will include development of structural design criteria, selection of structural construction materials, and preliminary design of foundations for valve vaults, and required modifications inside the pump station.

**c. Subtask 3.3 - Mechanical Preliminary Design**

Mechanical preliminary design will include determination of SCPS mechanical screen equipment performance and characteristics, selection of mechanical screen equipment, and location and arrangement of the equipment to ensure the arrangement fits within the constraints of the existing structure.

**d. Subtask 3.4 – SCPC Electrical/Instrumentation Preliminary Design**

Electrical preliminary design will include initial investigations for power and grounding at the SCPS for the mechanical screen and along the forcemain for the valve/metering vaults. Instrumentation design will include preliminary process and instrumentation diagrams to accomplish the control and operation scheme required and preliminary selection of control and monitoring instruments. This task includes evaluation of communication methods to transmit data for automatic operation of valves in the forcemain valve vaults.

**e. Subtask 3.5 – WPCP General/Civil Preliminary Design**

General/civil preliminary design will include development of the distribution structure and primary effluent piping routing layout and location of any new distribution structures at the aeration basins. Drawings will also show demolition of existing piping and structures, modifications to topography, and applicable civil construction.

**f. Subtask 3.6 – WPCP Structural Preliminary Design**

Structural preliminary design will include development of structural design criteria, selection of structural construction materials, and design of foundations for distribution structures.

**g. Subtask 3.7 - Construction Cost Estimates**

A preliminary design construction cost estimate will be prepared based on the Preliminary Design submittal and will include a breakdown of projected probable construction costs. Estimates will be based on the latest available local price data available.

**Task 3 Deliverable:** Three (3) sets of full size plans for the Preliminary Design drawings. Ten (10) copies of the Preliminary Design half-size (11x17) drawings, preliminary list of specifications, control descriptions, and estimate of probable construction cost. An electronic copy of the submittal will also be provided.

**III. SCHEDULE**

The engineering team will perform the work outlined above within six (6) months of authorization to proceed. It is assumed that authorization will be granted no later than March 13, 2013. However, permit approvals are outside the control of the engineering team and may not be secured from the regulatory agency(ies) during the preliminary design timeframe.

**IV. COMPENSATION**

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services outlined in Section II is estimated as indicated in Table 1.
- B. Payments for the work will be due monthly on the basis of statements submitted by the Engineer for the work performed during the period.
- C. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

**V. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Work Order No. 26 under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between SCE and Oneida County.

This work order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

**Consultant**  
**SHUMAKER CONSULTING ENGINEERING  
& LAND SURVEYING, P.C.**

**Client**  
**COUNTY OF ONEIDA**

By: Paul D. Romano, P.E.

By: Anthony J. Picente, Jr.

Title: Senior Managing Engineer

Title: County Executive

Signature: 

Signature: \_\_\_\_\_

Date: 2/1/2013

Date: \_\_\_\_\_



**ATTACHMENT A  
RATE SCHEDULE**

**1.0 SHUMAKER CONSULTING ENGINEERING & LAND SURVEYING, P.C.****1.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Senior Managing Engineer	\$170.00
Managing Engineer II	\$162.00
Managing Engineer I	\$153.00
Sr. Project Engineer	\$133.00
Project Engineer	\$116.00
Engineer	\$100.00
Assistant Engineer	\$87.00
Geologist VI	\$148.00
Geologist III	\$84.00
Land Surveyor II	\$113.00
Land Surveyor I	\$106.00
Environmental Scientist IV	\$105.00
Environmental Scientist III	\$100.00
Environmental Scientist II	\$81.00
Environmental Scientist I	\$75.00
Sr. Eng Technician	\$69.00
Engineering Technician	\$59.00
Jr. Engineer	\$75.00
Senior Construction Inspector	\$90.00
Construction Inspector	\$60.00
Jr. Construction Inspector	\$50.00
Technician	\$56.00
Technical Typist	\$59.00
Party Chief (Field)	\$82.00
Instrument Person (Field)	\$66.00
Rod Person (Field)	\$60.00

**1.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence, not to exceed \$0.56/mile;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.

## 2.0 GHD CONSULTING ENGINEERS, LLC

### 2.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Vice President/Technical Advisor	\$221.00
Associate	\$171.00
Senior Project Manager	\$154.00
Senior Engineer	\$148.00
Project Manager	\$139.00
Project Engineer	\$112.00
Engineer or Scientist	\$98.00
Architect	\$107.00
Managing Designer	\$134.00
Senior Designer	\$108.00
Designer	\$96.00
Senior Drafter	\$79.00
Drafter	\$68.00
Technician	\$64.00
Construction Project Representative	\$87.00
Field Technician	\$55.00
Secretarial/Word Processing	\$69.00

### 2.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 2.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 2.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 2.2.3 The actual cost of outside services and subcontractors;
- 2.2.4 Cadd Workstation at no cost
- 2.2.5 Telecommunication charges including long distance telephone, facsimile, and cell phone charges at \$1.15/hour
- 2.2.6 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence, not to exceed \$0.56/mile;
- 2.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 2.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 2.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 2.2.10 The actual cost of premiums paid on overtime worked.

**3.0 PAIGE MARKETING COMMUNICATIONS GROUP, INC.**

**3.1 Hourly Rates**

ENGINEER will pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal	\$150.00
Web Developer	\$115.00
Account Planner	\$95.00
Copy Writer	\$85.00
Graphic Designer	\$85.00
Public Relations Specialist	\$75.00
Account Coordinator	\$75.00
Production Specialist	\$75.00
Secretarial/Office Support	\$50.00

**3.2 Non-salary expenses and outside services attributable to the Project**

ENGINEER shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 3.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 3.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 3.2.3 The actual cost of outside services and subcontractors;
- 3.2.4 Authorized mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence, not to exceed \$0.56/mile;
- 3.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 3.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 3.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 3.2.8 The actual cost of premiums paid on overtime worked.

#### 4.0 BROWN AND CALDWELL

#### 4.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Senior Vice President/Technical Advisor	\$206.00
Vice President	\$206.00
Managing Engineer	\$185.00
Supervising Engineer	\$165.00
Principal Engineer	\$153.00
Senior Engineer/Scientist	\$125.00
Engineer/Scientist III	\$104.00
Engineer/Scientist II	\$94.00
Engineer/Scientist I	\$87.00
Lead Drafter/Technician	\$94.00
Drafter/Technician	\$73.00
Secretarial/Office Support	\$65.00

#### 4.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 4.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 4.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 4.2.3 The actual cost of outside services and subcontractors;
- 4.2.4 Cadd Workstation at no cost
- 4.2.5 Telecommunication charges including long distance telephone, facsimile, and cell phone charges at \$1.15/hour
- 4.2.6 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 4.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 4.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 4.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 4.2.10 The actual cost of premiums paid on overtime worked.

# CONTRACT LANGUAGE

## Required Terms for Project Contracts and Subcontracts

This Bid Packet is to be inserted into all service provider (non-construction) contracts and subcontracts to satisfy MWBE requirements.  
Check EFC's website ([www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe)) for updates.

**REQUIRED TERMS FOR PROJECT CONTRACTS AND SUBCONTRACTS**

In accordance with the terms and conditions set forth in Section 5.1 of the Project Finance Agreement, Recipient agrees that the following language will be included in all contracts and subcontracts regarding the Project including but not limited to those relating to construction, engineering, architectural, legal and fiscal services, as required by federal and State laws, regulations, and executive orders applicable to this Project:

**DEFINED TERMS:**

The term "Bid Packets" means the New York State Revolving Fund (SRF) Bid Packet for Construction Contracts and Bid Packet for Non-Construction Contracts and Service Providers, available at [www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe).

The term "contractor", as used in this contract or subcontract, means, and applies to, all Service Providers, consultants and service providers as hereinafter defined, unless specifically referred to otherwise.

The term "subcontractor", as used in this contract or subcontract, means, and applies to, any individual or business enterprise that has an agreement with a contractor.

The term "EEO policy statement" means a statement of the contractor and subcontractor setting forth at least the following:

- (i) A statement that the contractor will provide for and promote equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law, 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 and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be provided with equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.
- (iii) An agreement to 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 or harass on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

The term "EFC" means the New York State Environmental Facilities Corporation.

The term "EPA" means the United States Environmental Protection Agency.

The term "ESD" means the Empire State Development Corporation - Division of Minority and Women's

Business Development.

The term "Recipient" means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due hereunder are being paid in whole or in part.

The term "Service Providers" means professional services, such as legal, engineering, financial advisory or other professional services, supplies, commodities, equipment, materials, and travel.

The term "State" means the State of New York.

**INTERPRETATION:**

This contract is subject to Article 15-A of the Executive Law (Article 15-A) and 5 NYCRR 140-145 (the Regulations) and shall be considered a State Contract as defined therein. If any of the terms herein conflict with Article 15-A or the Regulations, such law and regulations shall supersede these requirements.

**REPRESENTATIONS AND ACKNOWLEDGMENTS OF CONTRACTOR & SUBCONTRACTOR:**

The contractor acknowledges that funds for the payment of amounts due under this contract are being provided in whole or in part subject to the terms and conditions of a grant agreement or a project finance agreement with EFC.

The contractor represents that it has submitted an EEO policy statement, an EEO Workforce Staffing Plan for Service Provider (Non-construction) Contracts (if applicable), and an MWBE Utilization Plan (Service Providers only), **prior to the execution of this contract.**

**Suspension/Debarment** - The contractor is not a debarred or suspended party under 2 CFR Part 180, 2 CFR Part 1532 and 40 CFR Part 32. Further, neither the contractor nor any of its subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations or with any party that has been determined to be ineligible to bid under Section 316 of the Executive Law.

**EQUAL EMPLOYMENT OPPORTUNITY (EEO), AFFIRMATIVE ACTION, MWBE AND OTHER COVENANTS:**

Contractor and subcontractor shall comply with all federal and State laws, regulations, and executive orders applicable to this Project, and shall provide such documentation, including periodic reports, as may be requested from time to time and as set forth in guidance documentation available at [www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe), including but not limited to the Bid Packets.

With respect to this contract, the contractor and subcontractor shall undertake or continue existing programs of affirmative action and equal employment opportunity to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

**MWBE**

**MWBE Goals** - The contractor agrees to pursue MWBE goals in effect at the time of execution of this contract.

10/1/2012 – Present	MWBE Combined Goal*
All counties	20%

\*May be any combination of MBE and/or WBE participation

Contractors shall solicit participation of MWBE contractors (including subcontractors, consultants and service providers) for SRF-funded projects in accordance with the aforementioned goals. The contractor must submit sufficient documentation to demonstrate good faith efforts to provide opportunities for MWBE participation for work related to the SRF-funded project in the event respective goals are not achieved. Guidance pertaining to documentation of good faith efforts is set forth in the Bid Packet.

The contractor agrees that for purposes of providing meaningful participation by MWBEs on the contract and achieving the goals, contractor will reference the directory of New York State Certified MWBEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>.

Subcontractors who in turn subcontract work shall also comply with MWBE requirements for that contract.

**MWBE Utilization Plan** (MWBE Utilization Plan requirements apply to contractors and are submitted prior to execution of a contract.) – Each contractor shall prepare and submit to the Recipient for approval an MWBE Utilization Plan, and any revision or amendment thereto, that provides information describing MBEs and WBEs to be utilized at various times during the performance of this contract. The MWBE Utilization Plan shall identify the contractor's proposed MBE and WBE utilization for this contract and the MWBE participation goals for this contract as established by EFC. The MBEs and WBEs identified in the MWBE Utilization Plan must be certified by, or have applied for certification from ESD.

In the event that contractor's approved MWBE Utilization Plan does not propose achievement of the MWBE participation goals for this contract, contractor shall complete a waiver request as hereinafter referenced.

**Submission** – Within 30 days of execution of this contract, contractor shall submit to the Recipient copies of all signed subcontracts, agreements, and/or purchase orders referred to in the MWBE Utilization Plan.

**Compliance** – Contractor agrees to adhere to its approved MWBE Utilization Plan for the participation of MWBEs on this contract pursuant to their respective MWBE goals.

**Waivers** – If contractor's application of good faith efforts does not result in the utilization of MBE and/or WBE firms to achieve the aforementioned goals, prior to execution of a contract, the contractor shall complete the waiver request portion of the MWBE Utilization Plan and submit it to the Recipient. Contractor is entitled to receive a written notice of acceptance or denial within 20 days of receipt. Upon receipt of a notice of deficiency from Recipient, Contractor shall respond to such notice within 7 days. Such response may include a request for a total or partial waiver of the aforementioned goals.

Contractor shall comply with the requirements set forth in the Bid Packets regarding waivers.

**Required Reports - MWBE Monthly Report** – Contractor agrees to submit a report to the Recipient by the 3<sup>rd</sup> business day following each end of month over the term of this contract documenting the progress made towards achievement of the MWBE goals of this contract.



**EEO**

**EEO Workforce Staffing Plan** – All Service Provider (non-construction) contractors and subcontractors shall submit an acceptable EEO Workforce Staffing Plan setting forth the anticipated work force to be utilized on such contract or, where required, information on the service provider's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Recipient. The EEO Workforce Staffing Plan is submitted prior to execution of a contract.

**Required Reports - EEO Workforce Utilization Reports – Applies to Service Provider (Non-Construction) Contracts and Subcontracts**

During the term of this contract, the contractor and subcontractor shall update and provide notice to the Recipient of any changes to the previously submitted Staffing Plan in the form of an EEO Workforce Utilization Report. Contractor shall submit this information on a quarterly basis during the term of this contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The EEO Workforce Utilization Report must be submitted to report this information. In the event a Contractor and Subcontractor's workforce does not change within the Quarterly period, the Contractor shall notify the Recipient in writing.

**Required Reports - EEO Workforce Utilization Reports – Applies to Construction Contracts and Subcontracts**

During the term of this contract, the contractor and subcontractor shall submit to the Recipient EEO Workforce Utilization Reports. Contractor and subcontractor shall submit this information on a monthly basis to report the actual labor hours utilized in the performance of this contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The EEO Workforce Utilization Report must be submitted to report this information.

All EEO Workforce Utilization Reports submitted by the contractor and subcontractor shall reflect a separation of the workforce utilized in the performance of this contract from contractor or subcontractor's total workforce. Contractor shall submit the EEO Workforce Utilization Report and indicate that the information provided relates to the actual workforce utilized on this contract. If contractor or subcontractor fails to separate the workforce to be utilized on this contract from the total workforce as determined by Recipient contractor shall submit the EEO Workforce Utilization Report and indicate that the information provided is contractor or subcontractor's total workforce during the subject time frame, not limited to work specifically under this contract.

**Disadvantaged Business Enterprises** - The contractor and subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor and subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor and subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies. Contractors and subcontractors shall comply with the requirements set forth in the Bid Packets regarding Disadvantaged Business Enterprises.

**REMEDIES:**

Upon a determination by the Recipient of contractor's non-responsiveness, non-responsibility or breach as a result of a failure to comply with the requirements of Article 15-A and the Regulations, Recipient may withhold funds under this contract or take such other actions, impose liquidated damages or commence enforcement proceedings as set forth herein or as otherwise allowed by law or in equity.

If contractor or subcontractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth in clauses (i), (ii), (iii) and (iv) of the definition thereof and within the timeframe required therefor, Recipient may declare this contract to be null and void.

Contractor and subcontractor agree that a failure to submit and/or adhere to its EEO policy statement, EEO

## Attachment B

Workforce Staffing Plan for Service Provider (Non-construction) Contracts (if applicable), and an MWBE Utilization Plan (contractors only), and any other required periodic reports, shall constitute a material breach of the terms of this contract, entitling Recipient to any remedy provided herein, including but not limited to, a finding of contractor non-responsiveness.

**Liquidated or Other Damages** - If it has been determined by the Recipient or NYSEFC that the contractor is not in compliance with the requirements herein or refuses to comply with such requirements, or if contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, in accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages as determined by the Recipient or EFC.

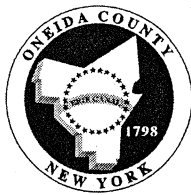
Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under this contract.

In the event a determination has been made by the Recipient or EFC which requires the payment of liquidated damages and such identified sums have not been withheld, contractor shall pay such liquidated damages to Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, contractor has filed a complaint with ESD pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director of ESD renders a decision in favor of Recipient.

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**ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442  
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr.  
County Executive

Steven P. Devan, P.E.  
Commissioner

February 4, 2013

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

FN 20 13-073

**PUBLIC WORKS**

**WAYS & MEANS**

Re: Work Order #27  
CMOM Program Implementation-Phase I  
Shumaker Consulting Engineering and Land Surveying, P.C.

Dear County Executive Picente:

On July 25, 2007 the Oneida County Board of Legislators authorized hiring Shumaker Consulting Engineering and Land Surveying, P.C. to provide engineering services for compliance with the consent order issued by the New York State DEC (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant. The formal contract between Shumaker and Oneida County, approved on November 28, 2007 by the Board of Legislators, calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

Shumaker has submitted for consideration Work Order #27 which would cover Phase I of the implementation of a district-wide Capacity Management, Operations and Maintenance Program (CMOM). Implementing this program in the Sauquoit Creek Pumping Station service area is a requirement of the current NYSDEC consent order. Furthermore, NYSDEC has proposed a SPDES discharge permit modification for the Oneida County Water Pollution Control Facility that would require this program be implemented in the rest of the district. Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$108,000. Funding for this work order will come from the department 2013 operating budget as the program will now be implemented district-wide.

I would appreciate consideration of this work order by you and the Board of Legislators at your earliest possible convenience. I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

Sincerely,

**THE ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.  
Commissioner

Cc: Karl E. Schrantz, P.E. – Shumaker Engineering

Attachments: Six (6) copies of Work Order #27  
Contract Summary Sheet

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

Anthony J. Picente, Jr.  
County Executive  
Date 2/13/13  
RECEIVED  
FEB 12 2013

Oneida Co. Department: WQ&WPC

Competing Proposal   X    
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Oneida County Sewer District

**Title of Activity or Service:** Work Order #27  
CMOM Program Implementation-Phase I  
Shumaker Engineering

**Proposed Dates of Operation:** This work is planned for FY2013

**Client Population/Number to be Served:** Oneida County Sewer District/  
approximately 110,000 people.

**Summary Statements**

**1) Narrative Description of Proposed Services:** This work order covers the implementation of Phase I of a Capacity Management, Operations and Maintenance Program (CMOM) for the Oneida County Sewer District.

**2) Program/Service Objectives and Outcomes:** The objective of the work order is to advance the implementation of initial CMOM elements as outlined in the CMOM Framework Report submitted to NYSDEC on June 29, 2012.

**3) Program Design and Staffing:** Shumaker Engineering will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$108,000      **Account #:** G8110.195

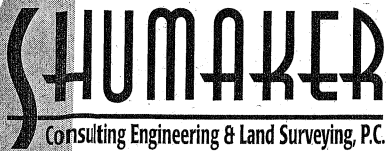
**Oneida County Dept. Funding Recommendation:** Funding for this work order will be provided by the Department 2013 operating budget as it is district-wide.

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Funding will come through the sewer rates charged by the district.

**Cost Per Client Served:** \$0.98

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** Implementation of this program is required by the NYSDEC consent order for the Sauquoit Creek Pumping Station service area and is being proposed by NYSDEC in a SPDES permit modification for the rest of the district.



February 1, 2013

Mr. Steven Devan, P.E., Commissioner  
Oneida County Department of Water Quality  
& Pollution Control  
P.O. Box 442  
Utica, NY 13503-0442

**Re: SPDES Permit Compliance and CSO/SSO Abatement Project  
SCE No. 07060.00**

Dear Mr. Devan:

Shumaker Consulting Engineering & Land Surveying, P.C. (SCE) in conjunction with GHD Consulting Engineers and Brown and Caldwell (engineering team) is pleased to provide the following Work Orders for services to be performed for the above referenced project:

**Work Order 27 – CMOM Program Implementation – Phase 1**  
**Work Order 28 – Community Outreach**  
**Work Order 29 – Private Property I/I Reduction Program Implementation – Phase 1**

Work will be performed under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County.

The cost of this work is included in the 2013 Operating Budget for the Oneida County Department of Water Quality & Water Pollution Control.

Should you have any questions or need additional information please do not hesitate to contact us at (315) 724-0100.

Very truly yours,

**SHUMAKER CONSULTING ENGINEERING  
& LAND SURVEYING, P.C.**

Karl E. Schrantz, P.E.  
Managing Engineer

KES/krf

Enclosures

✓ **UTICA OFFICE**  
430 Court Street, Suite 200  
Utica, NY 13502  
315-724-0100 • Fax 724-3715

**BINGHAMTON OFFICE**  
143 Court Street  
Binghamton, NY 13901  
607-798-8081 • Fax 798-8186

**ALBANY OFFICE**  
1510 Central Avenue, Suite 330  
Albany, NY 12205  
518-452-5730 • Fax 452-9230

## WORK ORDER 27

### CMOM PROGRAM IMPLEMENTATION – PHASE 1

#### I. PROJECT UNDERSTANDING

The advancement of a Capacity Management, Operations, and Maintenance (CMOM) program is a priority item for the Oneida County Sewer District (District) and the Steering Committee in 2013. Additionally, the New York State Department of Environmental Conservation continues to discuss their intent to mandate the incorporation of CMOM/asset management in future SPDES permits (both new and renewal).

Oneida County and the Steering Committee have moved forward over the past several months with the planning of CMOM/asset management elements. The purpose of this Work Order is to advance the implementation of initial CMOM elements, including some of the key programmatic elements as outlined in the proposed CMOM Framework dated June 29, 2012 that was submitted to NYSDEC for its review and comment.

#### II. SCOPE OF WORK

The following is a scope of services relative to work proposed to be performed by the consultant team through 2013:

##### A. Task 1 – CMOM Working Group

- The consultant team will facilitate work sessions with key community representatives involved in the operation and maintenance of sewer systems to assist in the development of the implementation plan for a community-based CMOM program. The June 29, 2012 Proposed CMOM Framework will be the basis for developing the implementation plan. Six (6) work sessions are anticipated over the course of 2013. Meeting notes will be prepared following each work session to document items discussed and action items to be addressed.
- Coordination and follow up between work sessions is included in this task.

##### B. Task 2 – Design Standards

- The consultant team will coordinate with the District to update the design and construction standards for District-owned sewers as referenced in Section 801(a) of the Oneida County Sewer Use Rules and Regulations.
- The consultant team will collaborate with the CMOM working group to discuss the need for minimum design and construction standards for the municipal sanitary sewer collection systems. In some cases, communities already have current design and construction standards. In others, those standards are limited and/or outdated. Under this task, the goal is to identify minimum standards for sewer and lateral design and construction and to provide guidance to communities on updating their current standards or in developing a set of generic standards for use by the communities.

**C. Task 3 – Development of Draft Standard Operating Guidelines**

- An effective CMOM program includes documented minimum standards for the performance of work activities. The communities within the District have varying levels of documented (written) guidelines for the performance of sewer related operation and maintenance activities. The goal of this task is for the consultant team to collaborate among the working group members to collect the best available information currently being used by the communities in the performance of their work, review this information for appropriateness and applicability, and formulate basic written operating guidelines for use by the sewer system operations employees. For purposes of this Task Order, the consultant team will work with the working group to identify and develop the five (5) standard operating guidelines viewed by the working group to be the most practical to implement in 2013.

**D. Task 4 – Development of a Plan Review Process**

- The consultant team will collaborate with the CMOM working group to develop a procedural process for reviewing and approving applications for lateral connections and sewer extensions. The level of formality varies across the communities within the District with respect to documentation, technical reviews, notifications, and field inspections. The purpose of this task is to establish minimum standards in order to protect the long term integrity of the municipal sanitary sewer collection systems.

**E. Task 5 – Fat, Oil, and Grease (FOG) Program**

- Previous sewer system inspections performed by the consultant team within the District showed that FOG is a persistent problem, particularly in the areas serviced by the food industry. The majority of the communities within the District do not have formal FOG programs and rely on the Oneida County Sewer Use Rules and Regulations for enforcement. Under this task, the consultant team will collaborate with the working group to develop generic technical guidelines with respect to grease and oil separators including their design, operation and maintenance, inspection, grease disposal, and record keeping.

**F. Task 6 – Project Management**

- Project management will include staffing and resource allocation, sub-consultant coordination, cost control, and administrative assistance to the Commissioner on an as needed basis. Karl Schrantz, P.E. will be the Project Manager and Brian Whittaker, P.E. will be the Project Engineer for this Work Order with technical support provided by GHD Consulting Engineers, LLC and Brown and Caldwell.

**III. SCHEDULE**

The work associated with Work Order 27 will continue through December 31, 2013.



**IV. COMPENSATION**

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, equipment purchases and/or rentals, etc.). The Compensation for the Scope of Services outlined in Section II is estimated on Table 1.
- B. Payments for the work will be due monthly on the basis of statements submitted by the Engineer for the work performed during the period.
- C. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

**V. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Work Order No. 27 – CMOM Program Implementation Phase 1 under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between SCE and Oneida County.

This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

**Consultant**

**Client**

**SHUMAKER CONSULTING ENGINEERING  
& LAND SURVEYING, P.C.**

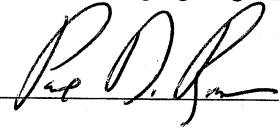
**COUNTY OF ONEIDA**

By: Paul D. Romano, P.E.

By: Anthony J. Picente, Jr.

Title: Senior Managing Engineer

Title: County Executive

Signature: 

Signature: \_\_\_\_\_

Date: 2/1/2013

Date: \_\_\_\_\_

**ATTACHMENT A  
RATE SCHEDULE**

**1.0 SHUMAKER CONSULTING ENGINEERING & LAND SURVEYING, P.C.**

**1.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Senior Managing Engineer	\$170.00
Managing Engineer II	\$162.00
Managing Engineer I	\$153.00
Sr. Project Engineer	\$133.00
Project Engineer	\$116.00
Engineer	\$100.00
Assistant Engineer	\$87.00
Land Surveyor II	\$113.00
Land Surveyor I	\$106.00
Environmental Scientist IV	\$105.00
Environmental Scientist III	\$100.00
Environmental Scientist II	\$81.00
Environmental Scientist I	\$75.00
Sr. Eng Technician	\$69.00
Engineering Technician	\$59.00
Jr. Engineer	\$75.00
Senior Construction Inspector	\$90.00
Construction Inspector	\$60.00
Jr. Construction Inspector	\$50.00
Technician	\$56.00
Technical Typist	\$59.00
Party Chief (Field)	\$82.00
Instrument Person (Field)	\$66.00
Rod Person (Field)	\$60.00

**1.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.

**2.0 GHD CONSULTING ENGINEERS, LLC**

**2.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Vice President/Technical Advisor	\$221.00
Associate	\$171.00
Senior Project Manager	\$154.00
Senior Engineer	\$148.00
Project Manager	\$139.00
Project Engineer	\$112.00
Engineer or Scientist	\$98.00
Architect	\$107.00
Managing Designer	\$134.00
Senior Designer	\$108.00
Designer	\$96.00
Senior Drafter	\$79.00
Drafter	\$68.00
Technician	\$64.00
Construction Project Representative	\$87.00
Field Technician	\$55.00
Secretarial/Word Processing	\$69.00

**2.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 2.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 2.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 2.2.3 The actual cost of outside services and subcontractors;
- 2.2.4 Cadd Workstation at no cost
- 2.2.5 Telecommunication charges including long distance telephone, facsimile, and cell phone charges at \$1.15/hour
- 2.2.6 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 2.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 2.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 2.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 2.2.10 The actual cost of premiums paid on overtime worked.

**3.0 PAIGE MARKETING COMMUNICATIONS GROUP, INC.**

**3.1 Hourly Rates**

ENGINEER will pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal	\$150.00
Web Developer	\$115.00
Account Planner	\$95.00
Copy Writer	\$85.00
Graphic Designer	\$85.00
Public Relations Specialist	\$75.00
Account Coordinator	\$75.00
Production Specialist	\$75.00
Secretarial/Office Support	\$50.00

**3.2 Non-salary expenses and outside services attributable to the Project**

ENGINEER shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 3.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 3.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 3.2.3 The actual cost of outside services and subcontractors;
- 3.2.4 Authorized mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence, not to exceed \$0.56/mile;
- 3.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 3.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 3.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 3.2.8 The actual cost of premiums paid on overtime worked.

**4.0 BROWN AND CALDWELL**

**4.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Senior Vice President/Technical Advisor	\$206.00
Vice President	\$206.00
Managing Engineer	\$185.00
Supervising Engineer	\$165.00
Principal Engineer	\$153.00
Senior Engineer/Scientist	\$125.00
Engineer/Scientist III	\$104.00
Engineer/Scientist II	\$94.00
Engineer/Scientist I	\$87.00
Lead Drafter/Technician	\$94.00
Drafter/Technician	\$73.00
Secretarial/Office Support	\$65.00

**4.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 4.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 4.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 4.2.3 The actual cost of outside services and subcontractors;
- 4.2.4 Cadd Workstation at no cost
- 4.2.5 Telecommunication charges including long distance telephone, facsimile, and cell phone charges at \$1.15/hour
- 4.2.6 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 4.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 4.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 4.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 4.2.10 The actual cost of premiums paid on overtime worked.

Fee Estimate 7060.27

TABLE 1

Description	CMOM Working Group	TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TASK 6	TASK 7	TASK 8	TASK 9	TASK 10	TASK 11	Total Hrs	Billing Rate 2013	Total Cost	Subtotal
Senior Managing Engineer			40	40	8	20			16				0	\$170.00	\$0.00	
Land Surveyor II		72											72	\$162.00	\$11,724.00	
Managing Engineer I													0	\$113.00	\$0.00	
ST Project Engineer													0	\$133.00	\$0.00	
Land Surveyor I		72											0	\$102.00	\$0.00	
Engineer III													208	\$116.00	\$24,128.00	
Environmental Scientist IV													0	\$102.00	\$0.00	
ST Engineering Technician													0	\$102.00	\$0.00	
Assistant Engineer		16											0	\$102.00	\$0.00	
Engineering Technician II													24	\$87.00	\$2,088.00	
IT Engineer													0	\$81.00	\$0.00	
Construction Inspector													0	\$11.00	\$0.00	
Environmental Scientist I													0	\$13.00	\$0.00	
Technical Writer													0	\$13.00	\$0.00	
Party Chief (Field)			16										0	\$62.00	\$0.00	
Restaurant Person (Field)													0	\$15.00	\$0.00	
Inspector (Field)													0	\$82.00	\$0.00	
IT Inspector													0	\$80.00	\$0.00	
IT Inspector													0	\$100.00	\$0.00	
CHD Consulting Engineers Associate													0	\$271.00	\$0.00	
Vice President Tech. Advisor													0	\$27.00	\$0.00	
Senior Project Manager	24		8		8								56	\$14.00	\$8,560.00	
Senior Engineer													0	\$14.00	\$0.00	
Project Engineer													0	\$13.00	\$0.00	
Engineer/Scientist													0	\$12.00	\$0.00	
Secretarial/Word Processing													0	\$99.00	\$0.00	
Brown and Caldwell Vice President													0	\$249.00	\$0.00	
Managing Engineer	24		16		24								80	\$14.00	\$1,120.00	
Principal Engineer													0	\$130.00	\$0.00	
Engineer/Scientist III													0	\$104.00	\$0.00	
Engineer/Scientist I													0	\$84.00	\$0.00	
Office Support													0	\$52.00	\$0.00	
Paint Group													0	\$25.00	\$0.00	
Copy Writer	8		8		8								40	\$48.00	\$1,920.00	
Graphic Designer	10		10		10								30	\$88.00	\$2,640.00	
Public Relations Specialist	6		6		6								20	\$70.00	\$1,400.00	
Office Support	4		4		4								4	\$50.00	\$200.00	
Subtotal Labor		\$30,592.00	\$23,390.00	\$24,842.00	\$6,552.00	\$13,846.00	\$3,520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	816		\$102,722.00	\$9,680.00
Direct Expenses																
Travel		\$1,315.35	\$68.60	\$68.60	\$68.60	\$68.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$1,589.75	
Reproduction/Printing		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
Office Expenses		\$32,245	\$513.20	\$949.20	\$385.20	\$539.20	\$430.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$3,696.25	
Subcontractors		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
Subtotal Disbursements		\$2,140.80	\$579.80	\$1,015.80	\$451.80	\$869.80	\$430.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$5,278.60	
PROJECT TOTAL		\$32,722.80	\$23,959.80	\$25,857.80	\$7,003.80	\$14,565.80	\$3,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$108,000.00	\$108,000.00



**ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442  
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr.  
County Executive

Steven P. Devan, P.E.  
Commissioner

February 4, 2013

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

FN 20 13-074

PUBLIC WORKS

Re: Work Order #28  
Community Outreach  
Shumaker Consulting Engineering and Land Surveying, P.C.

WAYS & MEANS

Dear County Executive Picente:

On July 25, 2007 the Oneida County Board of Legislators authorized hiring Shumaker Consulting Engineering and Land Surveying, P.C. to provide engineering services for compliance with the consent order issued by the New York State DEC (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant. The formal contract between Shumaker and Oneida County, approved on November 28, 2007 by the Board of Legislators, calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

Shumaker has submitted for consideration Work Order #28 which would cover community outreach activities for 2013. The primary function of this work order is to cover steering committee facilitation, public education and intercommunity collaboration all in support of compliance with increasingly stringent state and federal wastewater standards. Maintaining the Sewer District website is also included in this work order. Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$40,000. Funding for this work order will come from the department 2013 operating budget as the program will now be implemented district-wide.

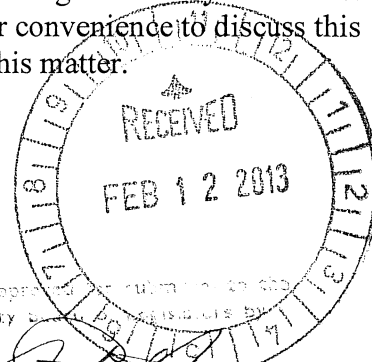
I would appreciate consideration of this work order by you and the Board of Legislators at your earliest possible convenience. I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

Sincerely,  
**THE ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.  
Commissioner

Cc: Karl E. Schrantz, P.E. – Shumaker Engineering

Attachments: Six (6) copies of Work Order #28  
Contract Summary Sheet



Reviewed and Approved for submission to the  
Oneida County Board of Legislators by  
*Anthony J. Picente, Jr.*  
County Executive

Date 2/12/13

Oneida Co. Department: WQ&WPC

Competing Proposal   X    
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Oneida County Sewer District

**Title of Activity or Service:** Work Order #28  
Community Outreach  
Shumaker Engineering

**Proposed Dates of Operation:** This work is planned for FY2013

**Client Population/Number to be Served:** Oneida County Sewer District/  
approximately 110,000 people.

**Summary Statements**

**1) Narrative Description of Proposed Services:** This work order community outreach activities in 2013 for the Oneida County Sewer District.

**2) Program/Service Objectives and Outcomes:** The objective of the work order is to provide steering committee facilitation, public education and intercommunity collaboration all in support of compliance with increasingly stringent state and federal wastewater standards.

**3) Program Design and Staffing:** Shumaker Engineering will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$40,000      **Account #:** G8110.195

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be provided by the Department 2013 operating budget as it is district-wide.

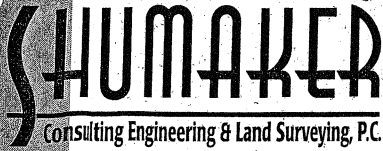
**Proposed Funding Sources (Federal \$/ State \$/County \$):** Funding will come through the sewer rates charged by the district.

**Cost Per Client Served:** \$0.36

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** In addition to supporting steering committee activities, the work order will also support the maintenance of the Oneida County Sewer District website.





February 1, 2013

Mr. Steven Devan, P.E., Commissioner  
Oneida County Department of Water Quality  
& Pollution Control  
P.O. Box 442  
Utica, NY 13503-0442

**Re: SPDES Permit Compliance and CSO/SSO Abatement Project  
SCE No. 07060.00**

Dear Mr. Devan:

Shumaker Consulting Engineering & Land Surveying, P.C. (SCE) in conjunction with GHD Consulting Engineers and Brown and Caldwell (engineering team) is pleased to provide the following Work Orders for services to be performed for the above referenced project:

- Work Order 27 – CMOM Program Implementation – Phase 1**
- Work Order 28 – Community Outreach**
- Work Order 29 – Private Property I/I Reduction Program Implementation – Phase 1**

Work will be performed under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County.

The cost of this work is included in the 2013 Operating Budget for the Oneida County Department of Water Quality & Water Pollution Control.

Should you have any questions or need additional information please do not hesitate to contact us at (315) 724-0100.

Very truly yours,

**SHUMAKER CONSULTING ENGINEERING  
& LAND SURVEYING, P.C.**

Karl E. Schrantz, P.E.  
Managing Engineer

KES/krf

Enclosures

✓ **UTICA OFFICE**  
430 Court Street, Suite 200  
Utica, NY 13502  
315-724-0100 • Fax 724-3715

**BINGHAMTON OFFICE**  
143 Court Street  
Binghamton, NY 13901  
607-798-8081 • Fax 798-8186

\* **ALBANY OFFICE**  
1510 Central Avenue, Suite 330  
Albany, NY 12205  
518-452-5730 • Fax 452-9230



## WORK ORDER 28

### COMMUNITY OUTREACH

#### PROJECT UNDERSTANDING

The purpose of this Work Order is to provide community outreach services through December 31, 2013. Community outreach covers those services related to Steering Committee facilitation, public education, and intercommunity collaboration all in support of the compliance with more stringent state and federal wastewater mandates. Services will be provided by Shumaker Consulting Engineering & Land Surveying, P.C. (SCE) and Paige Marketing Communications Group, Inc., (collectively referred to as the "project team").

#### I. SCOPE OF SERVICES

##### A. Task 1: Project Management

Project management will include staffing and resource allocation, subconsultant coordination, cost control, and administrative assistance to the Commissioner on an as needed basis. Karl Schrantz, P.E. will be the Project Manager from SCE for this Work Order. Nancy Pattarini will be the lead Project Coordinator from Paige Marketing Communications Group, Inc..

##### B. Task 2: Meeting Planning and Facilitation

The project team will continue to be responsible for the planning and facilitation of meetings. This will include:

1. Coordination and facilitation of Steering Committee meetings, Working Group meetings, and other subcommittee meetings as required; development of meeting agendas; coordination of meeting logistics; and serving as the liaison among the Steering Committee members, project team, and Oneida County.
2. Preparation and distribution of Steering Committee materials, including:
  - a) Project-related reference materials, especially information about private property I/I, institutional structure, and funding.
  - b) Meeting agendas.
  - c) Member notification.
  - d) Compilation and distribution of meeting reports.
  - e) Periodic surveying of committee members to assess the effectiveness of the Steering Committee process.
3. Maintain database of project team, Steering Committee members, stakeholders, and key constituents.
4. Participate in District staff and technical group meetings.
5. Act as liaison between the project team and the County Executive's office.

**C. Task 3: Oneida County Sewer District (District) Website**

The project Team will be responsible for updating the District website. This will include:

1. Editing and writing new content to reflect the current status and next phase of the project. Specifically, an external link will be created that will allow the project team to update and maintain the bulk of the technical content currently housed on the District's main website. Specific tabs will be created for categories such as Capital Projects, Private Property I/I, Community Outreach, and Public Information
2. Developing visuals and other illustrative materials to deliver user-friendly, easy to understand content.
3. Develop mechanisms to encourage public feedback.
4. Coordinate with the County's webmaster to ensure timely posting of new project information.

**II. SCHEDULE**

The work of this Work Order will continue through the current fiscal year ending December 31, 2013.

**III. COMPENSATION**

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services through December 31, 2013 as outlined in Section II as shown on Table 1.
- B. Payments for the work will be due monthly on the basis of statements submitted by the Engineer (SCE) for the work performed during the period.
- C. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

**IV. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Work Order No. 28 – Community Outreach under the Terms and Conditions of the Master Agreement for Consulting Services with the effective date of July 16, 2007, between SCE and Oneida County.

This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

**Consultant**  
**SHUMAKER CONSULTING ENGINEERING  
& LAND SURVEYING, P.C.**

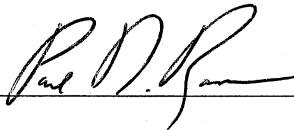
**Client**  
**COUNTY OF ONEIDA**

By: Paul D. Romano, PE

By: Anthony J. Picente Jr.

Title: Senior Managing Engineer

Title: County Executive

Signature: 

Signature: \_\_\_\_\_

Date: 2/1/2013

Date: \_\_\_\_\_

**ATTACHMENT A  
RATE SCHEDULE**

**1.0 SHUMAKER CONSULTING ENGINEERING & LAND SURVEYING, P.C.**

**1.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Senior Managing Engineer	\$170.00
Managing Engineer II	\$162.00
Managing Engineer I	\$153.00
Sr. Project Engineer	\$133.00
Project Engineer	\$116.00
Engineer	\$100.00
Assistant Engineer	\$87.00
Land Surveyor II	\$113.00
Land Surveyor I	\$106.00
Environmental Scientist IV	\$105.00
Environmental Scientist III	\$100.00
Environmental Scientist II	\$81.00
Environmental Scientist I	\$75.00
Sr. Eng Technician	\$69.00
Engineering Technician	\$59.00
Jr. Engineer	\$75.00
Senior Construction Inspector	\$90.00
Construction Inspector	\$60.00
Jr. Construction Inspector	\$50.00
Technician	\$56.00
Technical Typist	\$59.00
Party Chief (Field)	\$82.00
Instrument Person (Field)	\$66.00
Rod Person (Field)	\$60.00

**1.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence, not to exceed \$0.56/mile;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.

**2.0 GHD CONSULTING ENGINEERS, LLC**

**2.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Vice President/Technical Advisor	\$221.00
Associate	\$171.00
Senior Project Manager	\$154.00
Senior Engineer	\$148.00
Project Manager	\$139.00
Project Engineer	\$112.00
Engineer or Scientist	\$98.00
Architect	\$107.00
Managing Designer	\$134.00
Senior Designer	\$108.00
Designer	\$96.00
Senior Drafter	\$79.00
Drafter	\$68.00
Technician	\$64.00
Construction Project Representative	\$87.00
Field Technician	\$55.00
Secretarial/Word Processing	\$69.00

**2.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 2.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 2.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 2.2.3 The actual cost of outside services and subcontractors;
- 2.2.4 Cadd Workstation at no cost
- 2.2.5 Telecommunication charges including long distance telephone, facsimile, and cell phone charges at \$1.15/hour
- 2.2.6 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence, not to exceed \$0.56/mile;
- 2.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 2.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 2.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 2.2.10 The actual cost of premiums paid on overtime worked.

**3.0 PAIGE MARKETING COMMUNICATIONS GROUP, INC.**

**3.1 Hourly Rates**

ENGINEER will pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal	\$150.00
Web Developer	\$115.00
Account Planner	\$95.00
Copy Writer	\$85.00
Graphic Designer	\$85.00
Public Relations Specialist	\$75.00
Account Coordinator	\$75.00
Production Specialist	\$75.00
Secretarial/Office Support	\$50.00

**3.2 Non-salary expenses and outside services attributable to the Project**

ENGINEER shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 3.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 3.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 3.2.3 The actual cost of outside services and subcontractors;
- 3.2.4 Authorized mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence, not to exceed \$0.56/mile;
- 3.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 3.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 3.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 3.2.8 The actual cost of premiums paid on overtime worked.

**4.0 BROWN AND CALDWELL**

**4.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Senior Vice President/Technical Advisor	\$206.00
Vice President	\$206.00
Managing Engineer	\$185.00
Supervising Engineer	\$165.00
Principal Engineer	\$153.00
Senior Engineer/Scientist	\$125.00
Engineer/Scientist III	\$104.00
Engineer/Scientist II	\$94.00
Engineer/Scientist I	\$87.00
Lead Drafter/Technician	\$94.00
Drafter/Technician	\$73.00
Secretarial/Office Support	\$65.00

**4.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 4.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 4.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 4.2.3 The actual cost of outside services and subcontractors;
- 4.2.4 Cadd Workstation at no cost
- 4.2.5 Telecommunication charges including long distance telephone, facsimile, and cell phone charges at \$1.15/hour
- 4.2.6 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence, not to exceed \$0.56/mile;
- 4.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 4.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 4.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 4.2.10 The actual cost of premiums paid on overtime worked.



**5.0 ENVIRONMENTAL CAPITAL, LLC**

**5.1 Hourly Rates**

CLIENT shall pay Compensation to be based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal Financial Consultant	\$195.00
Managing Financial Consultant	\$175.00
Associate Financial Consultant	\$150.00

**5.2 Non-salary expenses and outside services attributable to the Project:**

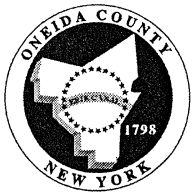
CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 5.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 5.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 5.2.3 The actual cost of outside services and subcontractors;
- 5.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence, not to exceed \$0.56/mile;
- 5.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 5.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 5.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 5.2.8 The actual cost of premiums paid on overtime worked.

Fee Estimate 7060.28

TABLE 1

Description	TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TASK 6	TASK 7	TASK 8	TASK 9	TASK 10	TASK 11	Total Hrs	Billing Rate 2013	Total Cost	Subtotal
<b>Shuman Engineering</b>															
Senior Managing Engineer												0	\$170.00	\$0.00	
Managing Engineer II	12	24										36	\$162.00	\$5,832.00	
Land Surveyor II												0	\$113.00	\$0.00	
St. Project Engineer												0	\$153.00	\$0.00	
Land Surveyor I												0	\$152.00	\$0.00	
Project Engineer												0	\$116.00	\$0.00	
Engineer												0	\$105.00	\$0.00	
Environmental Scientist IV												0	\$89.00	\$0.00	
Senior Estimating Technician												0	\$97.00	\$0.00	
Environmental Scientist II												0	\$81.00	\$0.00	
Engineering Technician												0	\$99.00	\$0.00	
Jr. Engineer												0	\$73.00	\$0.00	
Construction Inspector												0	\$82.00	\$0.00	
Technician I												0	\$75.00	\$0.00	
Environmental Scientist I												0	\$82.00	\$0.00	
Technical Typist												0	\$75.00	\$0.00	
Raily Clerk (Field)												0	\$86.00	\$0.00	
Field Person (Field)												0	\$82.00	\$0.00	
Road Person (Field)												0	\$86.00	\$0.00	
Inspector												0	\$90.00	\$0.00	
Jr. Inspector												0	\$50.00	\$0.00	
														\$5,832.00	
<b>Paige Group</b>															
Principal		73	40									73	\$150.00	\$11,025.00	
Video Developer												40	\$115.00	\$4,600.00	
Graphic Designer		80										80	\$85.00	\$7,600.00	
Copy Writer												0	\$85.00	\$0.00	
Graphic Designer												0	\$85.00	\$0.00	
Public Relations Specialist		30										30	\$75.00	\$2,250.00	
Account Coordinator		80										80	\$75.00	\$6,000.00	
Production Specialist												0	\$73.00	\$0.00	
Office Support		32										32	\$50.00	\$1,600.00	
														\$17,800.00	
														\$32,582.00	
<b>Subtotal Labor</b>	\$1,944.00	\$33,038.00	\$4,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	376			
<b>Direct Expenses</b>															\$32,582.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
Reproduction/Printing	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$300.00	
Office Expenses	\$0.00	\$118.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$300.00	
Subcontractors	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$118.00	
	\$0.00	\$418.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
<b>Subtotal Disbursements</b>	\$0.00	\$418.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$418.00	
<b>PROJECT TOTAL</b>	\$1,944.00	\$33,456.00	\$4,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$40,000.00	
														\$40,000.00	
<b>ESTIMATED COMPENSATION</b>														\$40,000.00	



ONEIDA COUNTY DEPARTMENT OF WATER QUALITY & WATER POLLUTION CONTROL

51 Leland Ave, PO Box 442, Utica, NY 13503-0442 (315) 798-5656 wpc@ocgov.net

Anthony J. Picente, Jr. County Executive

Steven P. Devan, P.E. Commissioner

FAX 724-9812

FN 20 13-075

February 4, 2013

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

PUBLIC WORKS

WAYS & MEANS

Re: Work Order #29 Private property I/I Reduction Program Implementation-Phase I Shumaker Consulting Engineering and Land Surveying, P.C.

Dear County Executive Picente:

On July 25, 2007 the Oneida County Board of Legislators authorized hiring Shumaker Consulting Engineering and Land Surveying, P.C. to provide engineering services for compliance with the consent order issued by the New York State DEC (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant. The formal contract between Shumaker and Oneida County, approved on November 28, 2007 by the Board of Legislators, calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

Shumaker has submitted for consideration Work Order #29 which would cover Phase I of the implementation of a district-wide Private Inflow and Infiltration Reduction Program. Implementing this program in the Sauquoit Creek Pumping Station service area is a requirement of the current NYSDEC consent order. Furthermore, NYSDEC has proposed a SPDES discharge permit modification for the Oneida County Water Pollution Control Facility that would require this program be implemented in the rest of the district. Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$98,000. Funding for this work order will come from the department 2013 operating budget as the program will now be implemented district-wide.

I would appreciate consideration of this work order by you and the Board of Legislators at your earliest possible convenience. I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

Sincerely, THE ONEIDA COUNTY DEPARTMENT OF WATER QUALITY AND WATER POLLUTION CONTROL

[Handwritten signature of Steven P. Devan]

Steven P. Devan, P.E. Commissioner

Cc: Karl E. Schrantz, P.E. - Shumaker Engineering

Attachments: Six (6) copies of Work Order #29 Contract Summary Sheet

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

[Circular stamp: RECEIVED FEB 12 2013]

Oneida Co. Department: WQ&WPC

Competing Proposal   X    
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Oneida County Sewer District

**Title of Activity or Service:** Work Order #29 - Shumaker Engineering  
Private Property I/I Reduction Program  
Implementation-Phase I

**Proposed Dates of Operation:** This work is planned for FY2013

**Client Population/Number to be Served:** Oneida County Sewer District/  
approximately 110,000 people.

**Summary Statements**

**1) Narrative Description of Proposed Services:** This work order covers the implementation of Phase I of a Private Inflow and Infiltration Reduction Program for the Oneida County Sewer District.

**2) Program/Service Objectives and Outcomes:** The objective of the work order is to advance the implementation of initial program elements such as data collection support, program implementation, and community education and information.

**3) Program Design and Staffing:** Shumaker Engineering will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$98,000      **Account #:** G8110.195

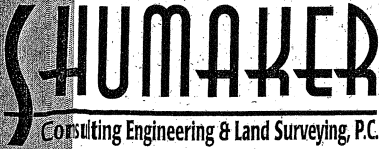
**Oneida County Dept. Funding Recommendation:** Funding for this work order will be provided by the Department 2013 operating budget as it is district-wide.

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Funding will come through the sewer rates charged by the district.

**Cost Per Client Served:** \$0.89

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** Implementation of this program is required by the NYSDEC consent order for the Sauquoit Creek Pumping Station service area and is being proposed by NYSDEC in a SPDES permit modification for the rest of the district.



February 1, 2013

Mr. Steven Devan, P.E., Commissioner  
Oneida County Department of Water Quality  
& Pollution Control  
P.O. Box 442  
Utica, NY 13503-0442

**Re: SPDES Permit Compliance and CSO/SSO Abatement Project  
SCE No. 07060.00**

Dear Mr. Devan:

Shumaker Consulting Engineering & Land Surveying, P.C. (SCE) in conjunction with GHD Consulting Engineers and Brown and Caldwell (engineering team) is pleased to provide the following Work Orders for services to be performed for the above referenced project:

**Work Order 27 – CMOM Program Implementation – Phase 1**  
**Work Order 28 – Community Outreach**  
**Work Order 29 – Private Property I/I Reduction Program Implementation – Phase 1**

Work will be performed under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County.

The cost of this work is included in the 2013 Operating Budget for the Oneida County Department of Water Quality & Water Pollution Control.

Should you have any questions or need additional information please do not hesitate to contact us at (315) 724-0100.

Very truly yours,

**SHUMAKER CONSULTING ENGINEERING  
& LAND SURVEYING, P.C.**

Karl E. Schrantz, P.E.  
Managing Engineer

KES/krf

Enclosures

UTICA OFFICE

430 Court Street, Suite 200  
Utica, NY 13502  
315-724-0100 • Fax 724-3715

BINGHAMTON OFFICE

143 Court Street  
Binghamton, NY 13901  
607-798-8081 • Fax 798-8186

ALBANY OFFICE

1510 Central Avenue, Suite 330  
Albany, NY 12205  
518-452-5730 • Fax 452-9230



## WORK ORDER NO. 29

### PRIVATE PROPERTY I/I REDUCTION PROGRAM IMPLEMENTATION – PHASE 1

#### I. PROJECT UNDERSTANDING

The ability to reduce inflow and infiltration from the satellite sanitary sewer systems of the Oneida County Sewer District (District) is critical to meeting the District's overall sanitary sewer overflow (SSO) mitigation program. Addressing the private property contribution of I/I is a key aspect of the program. This includes the need to collect data through physical inspections of private sewer laterals, and development of programs for removing illegal sump pump, roof leader, and other non-sanitary sewage discharges to the sanitary system, and educating the public on the benefits of eliminating illegal connections. A community-based Work Group will also be formed that will work closely with the District and consultant team to begin the implementation of initial elements of a private property I/I reduction program.

The intent of this Work Order is to provide the technical support necessary to begin the implementation of a private property I/I reduction program in 2013. This is a required element both the NYSDEC consent order with Oneida County as well as a key program element of the City of Utica's Long Term Combined Sewer Control Plan.

#### II. SCOPE OF SERVICES

##### A. Task 1: Project Management

1. Project management will include staffing and resource allocation, subconsultant coordination, cost control, and administrative assistance to the Commissioner on an as needed basis. Paul Romano, P.E. will be the Project Manager and Brian Whittaker, P.E. will be the Project Engineer from SCE for this Work Order. Allison Domiano-DeTraglia will be the lead Project Coordinator from Paige Marketing Communications Group, Inc.

##### B. Task 2: Data Collection Support Services

It is anticipated that a voluntary program of private property inspections will begin in mid-2013 with the goal of documenting neighborhood where illicit private property connections to the sanitary sewer system exist. Private property inspections were intended to have been initiated in 2011. However, due to the complexity of this issue the effort has been delayed to this point. Services will generally consist of the following:

1. Prepare real property data set for use with the Lucity Building Inspection module. Data sets will be customized for each member municipality within the SCPS service area. The consultant team will assist the District in selecting data collection tablet PCs (acquisition by the District) for use by municipalities in conducting field inspections. It is assumed that field inspections will be performed by municipal employees of each member municipality and not by Oneida County/District staff nor its engineering consulting team.

2. Provide member municipalities with example informational letters, pamphlets, and door hangers for customization and distribution to their residents and businesses.
3. Prepare for and conduct a joint training session for local municipal personnel on use of the data collection hardware/software and private property inspection techniques.
4. For purposes of this Work Order, it is assumed that one (1) community will begin the actual field work for private property I/I inspections in 2013. Engineering services will be limited to technical support to the municipal inspectors as well as receiving and uploading inspection data to the project GIS server. Engineering services will not include conducting and/or coordinating the actual home/business inspections.

**C. Task 3: Program Implementation**

1. Facilitate work sessions with key community representatives to assist in the development of the implementation plan for a community-based private property I/I reduction program. Six (6) work sessions are anticipated over the course of 2013. Meeting notes will be prepared following each work session to document items discussed and action items to be addressed. Coordination and follow up between work sessions is included in this task.
2. Research financing options for residential private property I/I repairs and improvements.
3. Includes Steering Committee and/or subcommittee coordination.
4. Engineering/technical coordination relative to the private property I/I program implementation.

**D. Task 4: Private Property Inflow/Infiltration (I/I) Community Education Program**

The initial focus of the community education program will be the Sauquoit Creek Pumping Station service area, but will be applicable in all communities within the District in 2013. The goals of the community education program are to: provide understanding of the necessity of private property I/I reduction; increase receptiveness to voluntary participation in home inspections; provide residents with the information and resources to make their I/I improvements; measure program results in order to show effectiveness of the program toward compliance with the NYSDEC consent order; and build a database of information that will serve as a helpful resource to homeowners and guide future efforts of the District and District municipalities. The following provides more specific detail as to the services that will be provided:

1. **Community Education/Information**
  - a) Develop more detailed education and instructional materials for distribution to homeowners, businesses, and contractors regarding topics such as the negative

impacts of private property I/I on the sewer system and ideas for additional corrective measures that can be undertaken by property owners.

- b) Maintain and further develop the private I/I consumer website to meet advancing project needs.
  - 1) Develop additional resource pages, as more detailed information becomes available.
  - 2) Manage content revisions as directed by County and consultation team leaders.
  - 3) Develop and post project information of importance to District residents, including progress reports, upcoming private I/I initiatives such as home inspections, achievement of project milestones, cost and funding information, and other aspects of program implementation.
  - 4) Introduce social media component as project progress allows.
- c) Facilitate community forums to educate residents regarding the problem and provide realistic solutions that may include: demonstrations of the I/I issue, examples of residential- and municipal-specific problems, and alternative approaches to resolving home/property I/I problems.
- d) Coordinate development, communication, and training of community partners and organizations to assist in public outreach.
- e) Coordinate media relations and distribution of press releases.

## II. SCHEDULE

The work associated with this Work Order No. 29 – Private Property I/I Reduction Program Implementation – Phase 1 will commence when authorized by Oneida County and will continue through December 31, 2013.

## III. COMPENSATION

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services outlined in Section II is estimated as indicated in Table 1.
- B. Payments for the work will be due monthly on the basis of statements submitted by the Engineer for the work performed during the period.
- C. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.
- D. Work Order 17 – Private Property I/I Reduction Program (2011) will be closed out and the balance of unexpended budget (estimated to be \$65,000) will be applied to the District's fund balance.



**IV. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Work Order No. 29 under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between SCE and Oneida County.

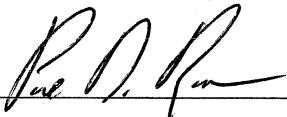
This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

**Consultant**

**SHUMAKER CONSULTING ENGINEERING  
& LAND SURVEYING, P.C.**

By: Paul D. Romano, P.E.

Title: Senior Managing Engineer

Signature: 

Date: 2/1/2013

**Client**

**COUNTY OF ONEIDA**

By: Anthony J. Picente, Jr.

Title: County Executive

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A  
RATE SCHEDULE**

**1.0 SHUMAKER CONSULTING ENGINEERING & LAND SURVEYING, P.C.**

**1.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Senior Managing Engineer	\$170.00
Managing Engineer II	\$162.00
Managing Engineer I	\$153.00
Sr. Project Engineer	\$133.00
Project Engineer	\$116.00
Engineer	\$100.00
Assistant Engineer	\$87.00
Land Surveyor II	\$113.00
Land Surveyor I	\$106.00
Environmental Scientist IV	\$105.00
Environmental Scientist III	\$100.00
Environmental Scientist II	\$81.00
Environmental Scientist I	\$75.00
Sr. Eng Technician	\$69.00
Engineering Technician	\$59.00
Jr. Engineer	\$75.00
Senior Construction Inspector	\$90.00
Construction Inspector	\$60.00
Jr. Construction Inspector	\$50.00
Technician	\$56.00
Technical Typist	\$59.00
Party Chief (Field)	\$82.00
Instrument Person (Field)	\$66.00
Rod Person (Field)	\$60.00

**1.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence, not to exceed \$0.56/mile;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.

## 2.0 GHD CONSULTING ENGINEERS, LLC

### 2.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Vice President/Technical Advisor	\$221.00
Associate	\$171.00
Senior Project Manager	\$154.00
Senior Engineer	\$148.00
Project Manager	\$139.00
Project Engineer	\$112.00
Engineer or Scientist	\$98.00
Architect	\$107.00
Managing Designer	\$134.00
Senior Designer	\$108.00
Designer	\$96.00
Senior Drafter	\$79.00
Drafter	\$68.00
Technician	\$64.00
Construction Project Representative	\$87.00
Field Technician	\$55.00
Secretarial/Word Processing	\$69.00

### 2.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 2.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 2.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 2.2.3 The actual cost of outside services and subcontractors;
- 2.2.4 Cadd Workstation at no cost
- 2.2.5 Telecommunication charges including long distance telephone, facsimile, and cell phone charges at \$1.15/hour
- 2.2.6 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence, not to exceed \$0.56/mile;
- 2.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 2.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 2.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 2.2.10 The actual cost of premiums paid on overtime worked.

### 3.0 PAIGE MARKETING COMMUNICATIONS GROUP, INC.

#### 3.1 Hourly Rates

ENGINEER will pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal	\$150.00
Web Developer	\$115.00
Account Planner	\$95.00
Copy Writer	\$85.00
Graphic Designer	\$85.00
Public Relations Specialist	\$75.00
Account Coordinator	\$75.00
Production Specialist	\$75.00
Secretarial/Office Support	\$50.00

#### 3.2 Non-salary expenses and outside services attributable to the Project

ENGINEER shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 3.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 3.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 3.2.3 The actual cost of outside services and subcontractors;
- 3.2.4 Authorized mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence, not to exceed \$0.56/mile;
- 3.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 3.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 3.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 3.2.8 The actual cost of premiums paid on overtime worked.

**4.0 BROWN AND CALDWELL**

**4.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Senior Vice President/Technical Advisor	\$206.00
Vice President	\$206.00
Managing Engineer	\$185.00
Supervising Engineer	\$165.00
Principal Engineer	\$153.00
Senior Engineer/Scientist	\$125.00
Engineer/Scientist III	\$104.00
Engineer/Scientist II	\$94.00
Engineer/Scientist I	\$87.00
Lead Drafter/Technician	\$94.00
Drafter/Technician	\$73.00
Secretarial/Office Support	\$65.00

**4.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 4.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 4.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 4.2.3 The actual cost of outside services and subcontractors;
- 4.2.4 Cadd Workstation at no cost
- 4.2.5 Telecommunication charges including long distance telephone, facsimile, and cell phone charges at \$1.15/hour
- 4.2.6 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence, not to exceed \$0.56/mile;
- 4.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 4.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 4.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 4.2.10 The actual cost of premiums paid on overtime worked.

**5.0 ENVIRONMENTAL CAPITAL, LLC**

**5.1 Hourly Rates**

CLIENT shall pay Compensation to be based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal Financial Consultant	\$195.00
Managing Financial Consultant	\$175.00
Associate Financial Consultant	\$150.00

**5.2 Non-salary expenses and outside services attributable to the Project:**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 5.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 5.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 5.2.3 The actual cost of outside services and subcontractors;
- 5.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence, not to exceed \$0.56/mile;
- 5.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 5.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 5.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 5.2.8 The actual cost of premiums paid on overtime worked.





**ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442

(315) 798-5656

wpc@ocgov.net

FAX 724-9812

Anthony J. Picente, Jr.  
County Executive

Steven P. Devan, P.E.  
Commissioner

February 4, 2013

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

FN 20 13 076

**PUBLIC WORKS**

**WAYS & MEANS**

Re: Work Order #30, Program Administration-FY2013  
Capital Project HG-448 CWSRF No. C6-6070-08-00  
Shumaker Consulting Engineering and Land Surveying, P.C.

Dear County Executive Picente:

On July 25, 2007 the Oneida County Board of Legislators authorized hiring Shumaker Consulting Engineering and Land Surveying, P.C. to provide engineering services for compliance with the consent order issued by the New York State DEC (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant. The formal contract between Shumaker and Oneida County, approved on November 28, 2007 by the Board of Legislators, calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

The NYSDEC consent order has many administrative requirements. Among these is the submission of various reports and plans as well as coordination and reporting requirements for NYSEFC, the funding agency for the project. Along with project coordination and management, these tasks will require significant effort from the consultants.

Shumaker has submitted for consideration Work Order #30 which would cover the program administration costs for FY2013. Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$72,000. Funding for this work order will be tracked by capital project HG-448.

I would appreciate consideration of this work order by you and the Board of Legislators at your earliest possible convenience. I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

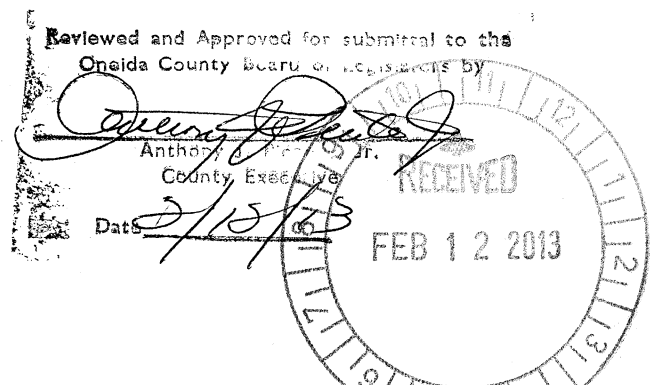
Sincerely,

**THE ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.  
Commissioner

Cc: Karl E. Schrantz, P.E. – Shumaker Engineering

Attachments: Six (6) copies of Work Order #30  
Contract Summary Sheet





Oneida Co. Department: WQ&WPC

Competing Proposal   X    
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Oneida County Sewer District

**Title of Activity or Service:** Work Order #30  
Shumaker Engineering  
Program Administration-FY2013

**Proposed Dates of Operation:** This work is planned for FY2013

**Client Population/Number to be Served:** Oneida County Sewer District/  
approximately 110,000 people.

**Summary Statements**

**1) Narrative Description of Proposed Services:** This work order covers the program administration costs resulting from NYSDEC Consent Order #R620060823-67 for FY2013.

**2) Program/Service Objectives and Outcomes:** Produce the reports and paperwork necessary for NYSDEC and NYSEFC.

**3) Program Design and Staffing:** Shumaker Engineering will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$72,000      **Account #:** HG448

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be tracked with capital projects HG448

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Municipalities are funding the debt service for the projects this applies to through the \$1.05 per thousand gallons surcharge being collected.

**Cost Per Client Served:** Varies by municipality.

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** The NYSDEC consent order has many reporting requirements attached to it. Managing the funding through NYSEFC also has considerable time and effort associated with it.

February 1, 2013

Mr. Steven Devan, P.E., Commissioner  
Oneida County Department of Water Quality  
& Pollution Control  
P.O. Box 442  
Utica, NY 13503-0442

**Re: SPDES Permit Compliance and CSO/SSO Abatement Project  
CWSRF No. C6-6070-08-00  
SCE No. 07060.00**

Dear Mr. Devan:

Shumaker Consulting Engineering & Land Surveying, P.C. (SCE) in conjunction with GHD Consulting Engineers and Brown and Caldwell (engineering team) is pleased to provide the following Work Orders for services to be performed for the above referenced project:

**Work Order 25 – Sewer Rehabilitation – FY 2013 Engineering Services  
Work Order 30 – Program Administration – FY 2013**

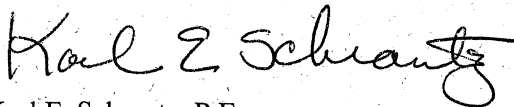
Work will be performed under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County.

The cost of this work is included in the project budget established under the current CWSRF financing that was secured through the New York State Environmental Facilities Corporation in 2011.

Should you have any questions or need additional information please do not hesitate to contact us at (315) 724-0100.

Very truly yours,

**SHUMAKER CONSULTING ENGINEERING  
& LAND SURVEYING, P.C.**



Karl E. Schrantz, P.E.  
Managing Engineer

KES/krf

Enclosures

✓ **UTICA OFFICE**  
430 Court Street, Suite-200  
Utica, NY 13502  
315-724-0100 • Fax 724-3715

**BINGHAMTON OFFICE**  
143 Court Street  
Binghamton, NY 13901  
607-798-8081 • Fax 798-8186

**ALBANY OFFICE**  
1510 Central Avenue, Suite 330  
Albany, NY 12205  
518-452-5730 • Fax 452-9230



## WORK ORDER 30

### PROGRAM ADMINISTRATION – FY-2013 CWSRF Project No. C6-6070-08-00

#### PROJECT UNDERSTANDING

The purpose of this Work Order is to provide Program Administration services through December 31, 2013. Program Administration covers those services related to project management, consent order compliance reporting, and funding agency coordination all in support of the SPDES Permit Compliance and sanitary sewer overflow (SSO) Mitigation project. Services will be provided by Shumaker Consulting Engineering & Land Surveying, P.C. (SCE) and its sub-consultant team members (collectively referred to as the “project team”).

#### I. SCOPE OF SERVICES

##### A. Task 1: Project Management

The project team will provide periodic progress updates to the Commissioner.

The project team will also assist Oneida County in documenting appropriate correspondence with the New York State Department of Environmental Conservation (NYSDEC) relevant to the Project, including preparing letters to address issues affecting scopes of service and deliverables.

In addition, project management will include staffing and resource allocation, sub-consultant coordination, project accounting, cost control, and program administration assistance to the Commissioner on an as needed basis. Karl Schrantz PE will be the Project Manager and Brian Whittaker PE will be the Project Engineer for this Work Order with technical support provided by GHD Consulting Engineers, LLC, and Brown and Caldwell.

##### B. Task 2: Annual Work Plan

Submission of Annual Work Plans is a requirement of the Consent Order. Annual Work Plans are due January 31<sup>st</sup> of each year. For this Work Order, the consulting team will prepare the Annual Work Plan due January 31, 2014.

The Annual Work Plan will be prepared per the requirements of Section D in Schedule A of the new Consent Order. This will generally include a description and schedule of planned sewer rehabilitation and facility upgrades for the upcoming calendar year. Additionally, descriptions of upcoming work relative to engineering investigations and evaluations along with management programs will also be included in the Annual Work Plan.

**D. Task 3: Quarterly Reports**

Submission of Quarterly Reports is a requirement of the new Consent Order. Quarterly Reports are required for the quarters ending March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup> of each year, with reports due 30 days after the end of each quarter. For this Work Order, the consulting team will prepare the four (4) quarterly reports for 2013.

The Quarterly Reports will be prepared per the requirements of Article XIII of the new Consent Order. This will generally include the summarizing of: the status and progress for engineering investigations and evaluations; management programs; approved schedules; assessment of effectiveness of completed rehabilitation; and completed capital improvements projects and facility upgrades. Additionally, the Quarterly Reports will indicate any changes in key Oneida County personnel and new flows added to the system (with summary of associated I/I offset) within the Sauquoit Creek Pumping Station basin area.

**E. Task 4: NYSEFC Coordination and Reporting**

Under this task, the project team will assist Oneida County in coordinating project aspects with NYSEFC. This will include: 2014 update to the NYSEFC's Intended Use Plan; preparation of project team monthly MWBE reporting; strategizing with NYSEFC regarding additional/future funding opportunities; and coordination with NYSEFC regarding general program requirements.

**II. SCHEDULE**

The work of this Work Order will continue through the current fiscal year ending January 31, 2014.

**III. COMPENSATION**

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services as outlined in Section II is shown on Table 1.
- B. Payments for the work will be due monthly on the basis of statements submitted by the Engineer (SCE) for the work performed during the period.
- C. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

**IV. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Work Order No. 30 under the Terms and Conditions of the Master Agreement for Consulting Services with the effective date of July 16, 2007, between SCE and Oneida County.

**VI. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE AND EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

SCE will comply with the applicable provisions of New York State Executive Law 15-A that pertain to professional service contracts which includes making good faith effort to achieve assigned goals for participation by minority and women-owned business enterprises (hereinafter referred to as MWBE) and equal employment opportunity (EEO) where required by the work of this contract. The percentage goals for MWBE participation and EEO are defined in SCE's MWBE Utilization Plan previously approved by NYSEFC. Refer also to Attachment B for specific contract language.

This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

**Consultant**  
**SHUMAKER CONSULTING ENGINEERING  
& LAND SURVEYING, P.C.**

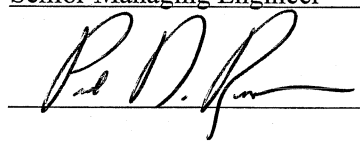
**Client**  
**COUNTY OF ONEIDA**

By: Paul D. Romano, PE

By: Anthony J. Picente Jr.

Title: Senior Managing Engineer

Title: County Executive

Signature: 

Signature: \_\_\_\_\_

Date: 2/1/2013

Date: \_\_\_\_\_

**ATTACHMENT A  
RATE SCHEDULE**

**1.0 SHUMAKER CONSULTING ENGINEERING & LAND SURVEYING, P.C.**

**1.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT’s rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Senior Managing Engineer	\$170.00
Managing Engineer II	\$162.00
Managing Engineer I	\$153.00
Sr. Project Engineer	\$133.00
Project Engineer	\$116.00
Engineer	\$100.00
Assistant Engineer	\$87.00
Land Surveyor II	\$113.00
Land Surveyor I	\$106.00
Environmental Scientist IV	\$105.00
Environmental Scientist III	\$100.00
Environmental Scientist II	\$81.00
Environmental Scientist I	\$75.00
Sr. Eng Technician	\$69.00
Engineering Technician	\$59.00
Jr. Engineer	\$75.00
Senior Construction Inspector	\$90.00
Construction Inspector	\$60.00
Jr. Construction Inspector	\$50.00
Technician	\$56.00
Technical Typist	\$59.00
Party Chief (Field)	\$82.00
Instrument Person (Field)	\$66.00
Rod Person (Field)	\$60.00

**1.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT’s rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence, not to exceed \$0.56/mile;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of SCE’s normal coverage’s or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.

**2.0 GHD CONSULTING ENGINEERS, LLC**

**2.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Vice President/Technical Advisor	\$221.00
Associate	\$171.00
Senior Project Manager	\$154.00
Senior Engineer	\$148.00
Project Manager	\$139.00
Project Engineer	\$112.00
Engineer or Scientist	\$98.00
Architect	\$107.00
Managing Designer	\$134.00
Senior Designer	\$108.00
Designer	\$96.00
Senior Drafter	\$79.00
Drafter	\$68.00
Technician	\$64.00
Construction Project Representative	\$87.00
Field Technician	\$55.00
Secretarial/Word Processing	\$69.00

**2.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 2.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 2.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 2.2.3 The actual cost of outside services and subcontractors;
- 2.2.4 Cadd Workstation at no cost
- 2.2.5 Telecommunication charges including long distance telephone, facsimile, and cell phone charges at \$1.15/hour
- 2.2.6 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence, not to exceed \$0.56/mile;
- 2.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 2.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 2.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 2.2.10 The actual cost of premiums paid on overtime worked.

**3.0 PAIGE MARKETING COMMUNICATIONS GROUP, INC.**

**3.1 Hourly Rates**

ENGINEER will pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal	\$150.00
Web Developer	\$115.00
Account Planner	\$95.00
Copy Writer	\$85.00
Graphic Designer	\$85.00
Public Relations Specialist	\$75.00
Account Coordinator	\$75.00
Production Specialist	\$75.00
Secretarial/Office Support	\$50.00

**3.2 Non-salary expenses and outside services attributable to the Project**

ENGINEER shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 3.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 3.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
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- 3.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 3.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 3.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 3.2.8 The actual cost of premiums paid on overtime worked.



#### 4.0 BROWN AND CALDWELL

##### 4.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Senior Vice President/Technical Advisor	\$206.00
Vice President	\$206.00
Managing Engineer	\$185.00
Supervising Engineer	\$165.00
Principal Engineer	\$153.00
Senior Engineer/Scientist	\$125.00
Engineer/Scientist III	\$104.00
Engineer/Scientist II	\$94.00
Engineer/Scientist I	\$87.00
Lead Drafter/Technician	\$94.00
Drafter/Technician	\$73.00
Secretarial/Office Support	\$65.00

##### 4.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 4.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 4.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 4.2.3 The actual cost of outside services and subcontractors;
- 4.2.4 Cadd Workstation at no cost
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- 4.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 4.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 4.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 4.2.10 The actual cost of premiums paid on overtime worked.

**5.0 ENVIRONMENTAL CAPITAL, LLC**

**5.1 Hourly Rates**

CLIENT shall pay Compensation to be based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal Financial Consultant	\$195.00
Managing Financial Consultant	\$175.00
Associate Financial Consultant	\$150.00

**5.2 Non-salary expenses and outside services attributable to the Project:**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 5.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 5.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 5.2.3 The actual cost of outside services and subcontractors;
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- 5.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 5.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 5.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 5.2.8 The actual cost of premiums paid on overtime worked.

## ATTACHMENT B

### NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION (NYSEFC) STATE REVOLVING FUND (SRF)

#### MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE – EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

The Contractor and any subcontractor (hereinafter Contractor(s)) will act in accordance with federal and State Minority and Women-owned Business Enterprise – Equal Employment Opportunity (MWBE-EEO) laws and regulations governing this project, including but not limited to Executive Law 15-A, 5 NYCRR Parts 140-145, and 40 CFR Part 33. The Contractor will be required to provide opportunities for minority and women-owned business participation, and maintain such records and take such actions necessary to demonstrate compliance in the performance of the project.

#### Additional Terms Required to be included in Contracts and Subcontracts

The Contractor agrees to make documented good faith efforts to utilize **Minority Business Enterprises (MBE) subcontractors for at least 8.8%** of the dollar value of the contract and to utilize **Women Business Enterprises (WBE) subcontractors for at least 8.8%** of the dollar value of the contract. Where the Contractor is a certified MBE or WBE, the dollar value of the Contractor's share of the total contract amount will fully count toward meeting the applicable utilization goal.

The contractor and its subcontractors will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, affirmative action will apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

Prior to the award of a contract regarding the Project, the contractor and any subcontractor will submit an EEO policy statement to the Recipient within the timeframe set by the Recipient.

The contractor's and any subcontractor's EEO policy statement will contain, but not necessarily limited to, the following:

- (i) The contractor and any subcontractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure the minority group members and women are afforded equal employment opportunities without discrimination and will make the document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) The contractor and any subcontractor will state in all solicitations or advertisements for employees that, in the performance of the contract relating to the Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability, or marital status.

- (iii) Each contractor and any subcontractor will 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 or subcontractor's obligations herein.

Any contractor or subcontractor will, as a precondition to entering into a valid and binding contract relating to the Project, agree to the provisions set forth in (i), (ii), and (iii) above, and will include or to make reference to said provisions in all contracts and documents soliciting bids or proposals relating to the Project.

Except for construction contracts, prior to an award of a contract relating to this Project, the contractor and any subcontractor will submit to the Recipient a **staffing plan** of the anticipated work force to be utilized on such contract or, where required, information of the contractor's and any subcontractor's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Recipient.

Within 10 days after award of a contract relating to this Project, the contractor and any subcontractor will submit to the Recipient a work force utilization report (**utilization plan**), in the form and manner required by the Recipient, of the work force actually utilized on the contract relating to this Project broken down by specific ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Recipient.

All agreements and bid specifications for contracts and subcontracts for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements will include provisions requiring contractors and subcontractors to make a good faith effort to solicit active participation by enterprises identified as certified businesses, and requiring parties to agree to be bound by the provisions of Section 316 of Article 15-A.

#### **Compliance with Federal Requirements**

The Contractor will comply with all federal laws and regulations, including but not limited to those laws and regulations under which Federal funds were authorized and were provided to the SRF recipient. The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under SRF. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The contractor is not a debarred or suspended party under 2 CFR Part 180, 2 CFR Part 1532, and 40 CFR Part 32. Further, neither the contractor nor any of its subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations or with any party that has been determined to be ineligible to bid under Section 316 of the Executive Law.”

**Fee Estimate**  
**7060.30**

TABLE 1

Description	TASK 1		TASK 2		TASK 3		TASK 4		TASK 5		TASK 6		TASK 7		TASK 8		TASK 9		TASK 10		TASK 11		Total Hrs	Billing Rate 2013	Total Cost	Subtotals	
	Project Management	Annual Work Plan	Quarterly Progress Reports	NYSEFC Coordination																							
<b>Shumaker Engineering</b>																											
Senior Managing Engineer	2	2	2	2																			8	\$170.00	\$1,360.00		
Managing Engineer II	100	24	32	88																		244	\$162.50	\$39,225.00			
Managing Engineer I																						0	\$113.50	\$0.00			
St. Project Engineer																						0	\$153.00	\$0.00			
Land Surveyor																						0	\$153.00	\$0.00			
Project Engineer		40	96																			136	\$138.00	\$18,768.00			
Engineer																						0	\$179.00	\$0.00			
Environmental Scientist IV																						0	\$179.00	\$0.00			
St. Engineering Technician																						0	\$105.00	\$0.00			
Assistant Engineer																						0	\$80.00	\$0.00			
Environmental Scientist II																						0	\$91.00	\$0.00			
Engineering Technician																						0	\$59.00	\$0.00			
Engineer																						0	\$75.00	\$0.00			
Construction Inspector																						0	\$82.00	\$0.00			
Technician I																						0	\$55.00	\$0.00			
Environmental Scientist I																						0	\$75.00	\$0.00			
Technical Analyst																						0	\$25.00	\$0.00			
Party Chief (Field)																						0	\$25.00	\$0.00			
Instrument Person (Field)																						0	\$89.00	\$0.00			
Rod Person (Field)																						0	\$50.00	\$0.00			
Inspector																						0	\$50.00	\$0.00			
Jr. Inspector																						0	\$50.00	\$0.00			
																										\$59,988.00	
<b>Palma Group</b>																											
Principal			16																				16	\$190.00	\$2,440.00		
<b>Environmental Capital</b>																											
Principal				40																			40	\$200.00	\$8,000.00	\$2,400.00	
																											\$8,000.00
<b>Subtotal Labor</b>	<b>\$16,540.00</b>	<b>\$9,340.00</b>	<b>\$20,948.00</b>	<b>\$23,540.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$79,388.00</b>
<b>Direct Expenses</b>																											
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Reproduction/Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Office Expenses	\$532.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$532.00
Subcontractors	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
<b>Subtotal Disbursements</b>	<b>\$532.00</b>	<b>\$100.00</b>	<b>\$0.00</b>	<b>\$1,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,632.00</b>
<b>PROJECT TOTAL</b>	<b>\$17,072.00</b>	<b>\$9,440.00</b>	<b>\$20,948.00</b>	<b>\$24,540.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$72,000.00</b>
																											<b>ESTIMATED COMPENSATION</b>
																											<b>\$72,000.00</b>