

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 December 10, 2014

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2014-393 . . .	Ways & Means	
2014-394 . . .	Government Operations, Ways & Means.....	
2014-395 . . .	Government Operations, Ways & Means.....	
2014-396 . . .	Government Operations, Ways & Means.....	
2014-397 . . .	Public Safety, Ways & Means	
2014-398 . . .	Public Works, Ways & Means	
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2014-403 . . .	Health & Human Services, Ways & Means	
2014-404 . . .	Health & Human Services, Ways & Means	
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2014-406 . . .	Read & Filed (On file in Clerk's Office).....	
2014-407 . . .	Public Works, Ways & Means	
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2014-409 . . .	Public Safety, Ways & Means	

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ONEIDA COUNTY OFFICE OF THE COUNTY EXECUTIVE

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

December 5, 2014

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

FN 20 14-393

WAYS & MEANS

Honorable Members:

It has been brought to my attention by the County Engineer, Mark Laramie, that the 2014 Adopted Capital Budget for the MVCC - Plumley Addition and Renovation is not sufficient to award contracts to the various contractors. Contracts for the construction project are awarded for the full construction phase. It is therefore necessary to amend the capital project to reflect the full estimated cost of the project. It is important to note that this will not affect the bonding which will actually be done for this project in 2014.

I therefore request your Board approval for an amendment to **Capital Project H-497 – MVCC – Plumley Building Addition and Renovation:**

	<u>CURRENT</u>	<u>CHANGE</u>	<u>PROPOSED</u>
State Aid.....	\$ 7,500,000.	\$ +7,111,500.	\$ 14,611,500.
Bonding	<u>7,500,000.</u>	<u>+ 7,111,500.</u>	<u>14,611,500.</u>
TOTAL:.....	\$15,000,000.	\$ 14,223,000	\$ 29,223,000.

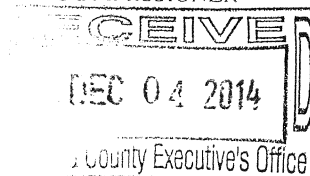
Respectfully submitted,

Anthony J. Picente, Jr.
Oneida County Executive

Attach.

CC: County Attorney
Comptroller
Budget Director
MVCC

ANTHONY R. CARVELLI
COMMISSIONER



ONEIDA COUNTY



DEPARTMENT OF FINANCE

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

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

December 4, 2014

FN 20 14-394

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear Mr. Picente:

Enclosed, please find a proposed resolution regarding the semi-annual report on Mortgage Tax Receipts.

Please submit this to the Board of Legislators for their full approval.

Thank you.

Very truly yours,

A large, stylized handwritten signature in black ink, appearing to read "Anthony Carvelli".

Anthony Carvelli
Commissioner of Finance

AC/bad

Enclosure

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.", written over a horizontal line.

Anthony J. Picente, Jr.
County Executive

Date 12-5-14

cc: Mikale Billard, Clerk of the Board

MORTGAGE TAX RECEIPTS AND DISTRIBUTION
FOR THE PERIOD ENDING SEPTEMBER 2014

WHEREAS: The Oneida County Clerk and the Commissioner of Finance
Have prepared and submitted to the Board of County Legislators their
joint Semi-annual report on the Mortgage Tax Receipts, and:

WHEREAS: This report shows the credit statement to the sum of \$1,384,739.40 to be
Distributed to the various towns, cities and villages pursuant to
Section 261 of the Tax Law, now therefore, be it hereby

RESOLVED: That the Oneida County Commissioner of Finance be, and hereby is
Authorized and directed to remit payments in the amount shown in
Said semi-annual report on the Mortgage Tax Receipts.

APPROVED:

NEW YORK STATE MORTGAGE TAX SEMI-ANNUAL REPORT

COUNTY OF Oneida FOR THE PERIOD OF April 2014 THROUGH September 2014
 CASH STATEMENT FOR TAXES COLLECTED PURSUANT TO ARTICLE 11



TAX RATE: 0.9221983496

Months	BASIC TAX DISTRIBUTED					TREASURER				ALL OTHER TAXES DISTRIBUTED			
	1 Basic Tax Collected	2 Interest Received by Recording Officer	3 Recording Officer's Expense	4 Refunds or Adjustments	5 Amount Paid Treasurer (Col 1 + Col 2 - Col 3 - Col 4)	6 Interest Received by Treasurer	7 Treasurers Expense	8 Tax Districts Share (Col 5 + Col 6 - Col 7)	9 Local Tax	10 Additional Tax CNY	11 Special Assistance Fund	12 Special Additional Tax SONYMA	
Oct													
Nov													
Dec													
Jan													
Feb													
Mar													
Apr	160,850.00	21.09	19,712.67	0.00	141,158.42	0.00	141,158.42	0.00	62,689.12		49,623.30		
May	166,223.30	14.28	19,928.45	-1,987.00	144,322.13	0.00	144,322.13	0.00	64,467.63		53,398.15		
Jun	373,517.00	40.99	18,974.68	0.00	354,583.31	0.00	354,583.31	0.00	166,841.65		147,800.87		
Jul	211,675.00	15.93	19,958.22	0.00	191,732.71	0.00	191,732.71	0.00	84,371.23		67,991.62		
Aug	222,075.50	15.56	19,440.22	0.00	202,650.84	0.00	202,650.84	0.00	91,688.63		78,975.93		
Sep	369,639.72	20.71	18,938.44	-430.00	350,291.99	0.00	350,291.99	0.00	164,867.66		147,425.30		
Totals	1,503,980.52	128.56	116,952.68	-2,417.00	1,384,739.40	0.00	1,384,739.40	0.00	634,925.92		545,155.17		

James S. Acker Recording Officer
James Cusack Treasurer

RECEIVED
 DEC 03 2014
 ONEIDA COUNTY
 COMMISSIONER OF FINANCE

Distribution Statement

(Columns 1 through 5) The "taxes collected" shown in column 2 were produced by mortgages covering real property in the respective tax districts. Additions and deductions to make adjustments and correct errors are recorded in column 3 and 4, respectively. Authority for these additions and deductions is given by the orders of the Taxation Department noted on the bottom of this part.

PART II

Credit Statement
(Column 6) This column is the net amount due to each tax district for which the Board of Supervisors shall issue its warrant or warrants.

MUNICIPALITY	2 Taxes Collected	3 *Additions	4 *Deductions	5 Taxes Adj. Corr	6 Amount Due Tax District
ANNSVILLE	12,995.69	0.00	0.00	12,995.69	11,984.60
AUGUSTA	10,383.88	0.00	0.00	10,383.88	9,576.00
AVA	3,601.50	0.00	0.00	3,601.50	3,321.30
BOONVILLE	22,728.64	0.00	0.00	22,728.64	20,960.31
BRIDGEWATER	11,406.50	0.00	0.00	11,406.50	10,519.06
CAMDEN	22,074.00	0.00	0.00	22,074.00	20,356.61
DEERFIELD	31,397.50	0.00	0.00	31,397.50	28,954.72
FLORENCE	2,593.00	0.00	0.00	2,593.00	2,391.26
FLOYD	19,050.50	0.00	0.00	19,050.50	17,568.34
FORESTPORT	13,644.31	0.00	0.00	13,644.31	12,582.76
KIRKLAND	56,794.28	0.00	0.00	56,794.28	52,375.59
LEE	36,150.81	0.00	0.00	36,150.81	33,338.22
MARCY	368,849.97	0.00	0.00	368,849.97	340,152.83
MARSHALL	13,057.50	0.00	0.00	13,057.50	12,041.60
NEW HARTFORD	171,362.86	0.00	0.00	171,362.86	158,030.55
PARIS	26,612.00	0.00	0.00	26,612.00	24,541.54
REMSEN	17,279.61	0.00	0.00	17,279.61	15,935.23
ROME	118,780.06	0.00	-430.00	118,350.06	109,142.23
SANGERFIELD	26,446.50	0.00	0.00	26,446.50	24,388.92
STEUBEN	3,809.50	0.00	0.00	3,809.50	3,513.11
TRENTON	24,224.42	0.00	0.00	24,224.42	22,339.72
UTICA	171,244.19	0.00	0.00	171,244.19	157,921.11
VERNON	59,550.47	0.00	0.00	59,550.47	54,917.35
VERONA	45,046.50	0.00	-1,987.00	43,059.50	39,709.40
VIENNA	36,891.00	0.00	0.00	36,891.00	34,020.82
WESTERN	14,662.84	0.00	0.00	14,662.84	13,522.05
WESTMORELAND	45,215.11	0.00	0.00	45,215.11	41,697.30
WHITESTOWN	118,127.38	0.00	0.00	118,127.38	108,936.87
Total Tax Districts: 28	1,503,980.52	0.00	-2,417.00	1,501,563.52	1,384,739.40

*See refund, adjustment and special adjustment orders of Commissioner of Taxation and Finance, case numbers

RECEIVED
 DEC 03 2014
 ONIDA COUNTY
 COMMISSIONER OF FINANCE



New York State Department of
TAXATION and FINANCE
Audit Division
Transaction Desk Audit Bureau
Real Estate Transfer Tax / Mortgage Tax Section
W.A. Harriman Campus, Albany, New York 12227

November 28, 2014

Ms. Sandra J DePerno
Oneida County Clerk
800 Park Avenue
Utica, NY 13501

Re: Semi-Annual Report for the period April 2014 through September 2014.

Dear Ms. DePerno:

Your revised joint Semi-Annual Report, NY Form AU-202, which we received on November 26, 2014, is approved. The net amount of \$1,384,739.40 due to the respective tax districts is recognized. The report may be submitted to your County Legislative Body for their action, pursuant to Section 261 of the Tax Law.

Sincerely yours,

Joseph Mayer
Excise Tax Technician 2
(518) 862-6074

RECEIVED
DEC 03 2014
ONEIDA COUNTY
COMMISSIONER OF FINANCE

ANTHONY R. CARVELLI
COMMISSIONER

ONEIDA COUNTY



DEPARTMENT OF FINANCE

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

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

December 5, 2014

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

FN 20 14-395

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear Mr. Picente:

Oneida County has a considerable investment and owns the software that maintains the tax collection and general receipts systems in the Oneida County Finance Department. Those programs are supported using the UniSys MAPPER and Windows-based Business Information System (BIS) applications. Oneida County is in need of support assistance with its Business Information Systems (BIS/Mapper) applications. The professional services requested are from a company that has an office in New York State, has performed previous services to convert applications at Oneida County, has the recommendation by UniSys as an authorized UniSys provider, and has a positive recommendation from Suffolk County as the vendor that supports their BIS/Mapper applications.

The County Attorney's Office has advised that this should go to our Board; as such, please consider sending this for Board approval at your earliest opportunity.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read 'Anthony Carvelli'.

Anthony Carvelli
Commissioner of Finance

AC/bad

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 12/5/14

cc: Peter M. Rayhill, County Attorney

Oneida Co. Department: FINANCE

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization:

IT – RESOURCE SOLUTION

Title of Activity or Service:

BIS/MAPPER SUPPORT

Proposed Dates of Operation:

Based on annual appropriations

Oneida County can terminate this S.O.W. with ten (10) days written notice.

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services

Perform BIS/Mapper tasks defined by County PM

2) Program/Service Objectives and Outcomes

- Inventory all BIS runs and data files.
- Report to county any recommended efficiency or procedural changes which could improve the County's BIS environment.
- Analyze change requests for scope of work, runs needing changes, new runs needed and data changes required. Share scope of effort and approximate man hours needed for effort with County PM for approval. Create, develop, program/code and related work approved by County PM.
- Provide level one testing of new and modified runs.
- Review and update BIS run documentation where/if necessary.
- Serve in support/backup role and troubleshoot new and existing runs as requested by County PM.
- Provide training/advice to County employees as requested and approved by County PM.
- Work closely with current personnel when appropriate and approved by County PM.
- Program/other documentation as required provided to support work if/when necessary.
- Final product all work owned by Oneida County.

Any emergency tasks will be provided within 24 hours. General BIS support will be provided as soon as possible based on available man hours.

3) Program Design and Staffing –

N/A

Total Funding Requested:

Account # A1311.492

Off-site hourly rate \$125.00/hour

Not to exceed yearly 400 hours

Oneida County Dept. Funding Recommendation:

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

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

- Located in NYS – office in East Setauket, N.Y.
- Specialized professional service / previous vendor used to support BIS/Mapper at Oneida County as recommended by Unisys.
- Authorized Unisys BIS/Mapper provider across the U.S.
- Positive recommendation by Suffolk County - supports BIS/Mapper applications at Suffolk County, N.Y.



Your IT Resource Solution ...

Oneida County Finance Department

BIS Support
Statement of Work

June 26, 2014

JDL
11-24-14



BIS Support
Statement of Work



Prepared for:

Anthony Carvelli
Oneida County Finance Department
Oneida County Office Building
800 Park Ave
Utica, New York 13501
Phone: (315) 798-5751
Email: carvelli@ocgov.net

Submitted in confidence by:

IT Resource Solutions.Net, Inc.
10 Technology Drive, Suite 1
East Setauket, NY 11733



Revision History

Date	Version	Description of Revision
6/26/2014	1.0	Draft
11/4/2014	1.1	Updated Section 1, 2, 3.1 and 5
11/10/2014	2.0	Updated Logo, Sections 3.1, 5, 7, and 8 as requested.
11/21/2014	2.1	Added .Net to company name and signature block

Protection of Confidential Information

The information (data) contained on all sheets of this document signifies confidential information of IT Resource Solutions.Net, Inc (ITRS). Recipients acknowledge the disposition of this document is proprietary to ITRS and agree to maintain such information in confidence and to not reproduce or otherwise disclose this information to any person outside the group directly responsible for the evaluation of its contents, unless otherwise authorized by ITRS in writing. Recipients of this document will not knowingly make this document or the information contained herein available, in whole or in part, to current or potential competition to or competitors of ITRS or to other organizations unrelated to recipients.



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1. Introduction

This Statement of Work (SOW) presented by IT Resource Solutions.Net, Inc (ITRS) defines the scope of services to be provided to the Oneida County Finance Department (Oneida County / County) is requesting support assistance with Business Information Systems (BIS) applications.

2. Commencement Date and Term

In consideration for Oneida County's payment of the fees set forth in Section 5 below, ITRS shall provide services pursuant to this SOW commencing when requested after receiving signed SOW and Purchase Order.

3. Services and Deliverables

Services outlined in the In-Scope section of this SOW will be performed by ITRS resource(s) off-site from remote ITRS locations in order to eliminate travel costs.

3.1 In Scope

ITRS will provide the services of an experienced BIS consultant(s) to perform the following BIS tasks:

- Inventory all BIS runs and data files.
- Report to county any recommended efficiency or procedural changes which could improve the County's BIS environment.
- Analyze change requests for scope of work, runs needing changes, new runs needed and data changes required. Share scope of effort and approximate man hours needed for effort with County PM for approval. Create, develop, program/code and related work approved by County PM.
- Provide level one testing of new and modified runs.
- Review and update BIS run documentation where/if necessary.
- Serve in support/backup role and troubleshoot new and existing runs as requested by County PM.
- Provide training / advice to County employees as requested and approved by County PM.
- Work closely with current personnel when appropriate and approved by County PM
- Program/other documentation as required provided to support work if/when necessary
- Final product all work owned by Oneida County.

Any emergency tasks will be provided within 24 hours. General BIS support will be provided as soon as possible based on available man hours.



3.2 Out-of-Scope

Any work that is not specifically related to Oneida County's BIS environment. ITRS will address alterations to the scope of this SOW through formal written change request or addendum to this SOW.

4. Responsibilities

The chart below identifies the primary roles and responsibilities of the ITRS consultants and the Oneida County's personal.

4.1 IT Resource Solutions Responsibilities

IT Resource Solutions will assign experienced BIS consultants to this SOW who have the expertise to complete the tasks outlined in the In-Scope section of this SOW.

Table 1: IT Resource Solutions Responsibilities

Role	Project Responsibilities
BIS Consultant(s)	<ul style="list-style-type: none">Perform BIS tasks defined by the County in writing



4.2 Client Responsibilities

The chart below identifies the primary roles and responsibilities of Oneida County resources assigned to this project.

Table 2: Oneida County Responsibilities

Role/Project Area	Project Responsibilities
Project Manager	<ul style="list-style-type: none"> Establishes tasks and monitors the progress and direction of the project Facilitates issue resolution and change management Provides a mechanism for resolution of critical decisions associated with the project within two business days Provides timely access to necessary documentation and appropriate Oneida County staff members Provides material required by ITRS prior to the start of the task at hand
Technical Resources	<ul style="list-style-type: none"> Provides access to the Oneida County in-scope programs Provides VPN access to the BIS Server Allows ITRS to copy the in-scope runs and database to an off-site system for development Provides access to one or more Finance personnel on a part-time basis to create the format of the Tax Calculations table Executes acceptance tests on the modified runs and tables Copies the modified runs and tables to the production BIS site

5. Payment Schedule and Fee

The following is the not-to-exceed rate. ITRS will invoice the County based on County approved time sheets on a monthly bases, not to exceed 400 hours annually.

Table 3: Rate Schedule

Description	Amount
Off-site Hourly Rate	\$ 125.00
Not to Exceed Yearly	400 hours

6. SOW Termination

Oneida County can terminate this SOW with ten (10) days written notice. If either the Oneida County or ITRS terminates the SOW prior to the end date, the Oneida County is responsible for all outstanding invoices, up to and including termination date.



7. Contact Persons

The primary contact for IT Resource Solutions.Net, Inc on this SOW shall be:

Name:	Ronald Noble
Title:	Unisys Practice Director
Address:	10 Technology Drive, Suite 1, East Setauket, NY 11733
Phone:	602-284-9825
FAX:	(631) 941-4877
Email:	rnoble@it-rs.net

The primary contact for Oneida County on this SOW shall be:

Name	Anthony Carvelli
Title	Commissioner, Oneida County Finance Department
Address	Oneida County Office Building
Address	800 Park Ave., Utica New York 13501
Phone	(315) 798-5751
Email	carvelli@ocgov.net



8. Approvals

The terms and conditions of this SOW, including all rates and pricing provisions, shall not be binding on IT Resource Solutions unless this SOW is signed by IT Resource Solutions and Oneida County on or before the _____

IN WITNESS WHEREOF, the parties have executed this SOW on the date or dates indicated below.

Oneida County

BY: _____

Name: Anthony Carvelli
Title: Commissioner

Date: 11-21-2014

IT Resource Solutions.Net, Inc.

BY: _____

Name: Ronald Noble
Title: Practice Director

Date: 11/10/2014

Oneida County

BY: _____

Name: Anthony Picente
Title: Oneida County Executive

Date: _____

IT Resource Solutions.Net, Inc.

BY: _____

Name: Krista Romaszka
Title: President

Date: 11/21/2014

ADDENDUM

THIS ADDENDUM, entered into on this 12 day of November 2014, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPPA).

When applicable to the services provided pursuant to the Contract:

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

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

5. Non-Assignment Clause.

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

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.

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.

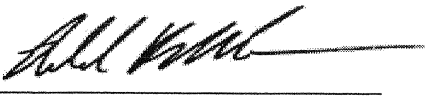
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears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

Contractor

By: _____

By:  _____

Oneida County Executive

Name: Ronald Noble
ITRS Practice Manager

Approved as to Form only

Oneida County Attorney

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

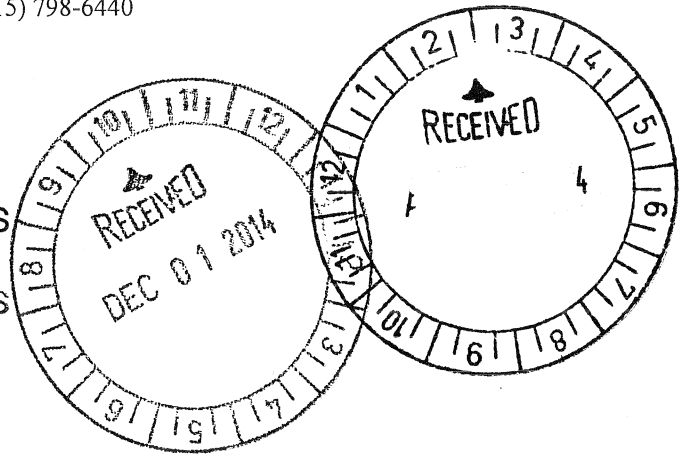
FN 20 14-396

GOVERNMENT OPERATIONS

WAYS & MEANS

August 14, 2014

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



Dear County Executive Picente:

The County Clerk's Office has been awarded a \$72,150 grant from the New York State Local Government Records Management Improvement Fund. These funds will be used to assist the Oneida County District Attorney with digitizing and indexing criminal records from 2004-2013, making them more readily accessible to the office's legal staff in their daily casework. These records are often relevant to new casework. They establish criminal case history and can have significant implications for current prosecution, especially by our ADAs. The grant will fund scanning and uploading of the electronic images into the new Laserfiche document mangement system, which already contains information on all new 2014 cases. With grant completion the Oneida County District Attorney will have the benefit of being able to access these documents by a secure means, search for information that may pertain to other cases and retrieve case files in a timely manner without the tedious manual searching of records.

I therefore respectfully request approval to accept this grant for the 2014/2015 budget year. I also request that the full Board of Legislators act on this legislation at their September 10, 2014 meeting.

Respectfully submitted,

Sandra J. DePerno
Oneida County Clerk

CC: County Attorney
Comptroller
Budget Director
Anne Hartman, Director Central Services

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

Anthony J. Picente, Jr.
County Executive

Date 8/15/14

Oneida Co. Department: County Clerk

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: New York State Archives
Grant Administration Unit
9A81 Cultural Education Center
Albany, New York 12230

Title of Activity or Service: Records management grant

Proposed Dates of Operation: July 1, 2014 to June 30, 2015

Client Population/Number to be Served: Oneida County Residents

Summary Statements

1) Narrative Description of Proposed Services: The County Clerk's office has received an award from the "Local Government Records Management Improvement Fund" for the scanning and archive activities needed in the District Attorney's office. This program will continue the ongoing efforts to eliminate the records storage needed in Westmoreland, NY.

2) Program/Service Objectives and Outcomes: To scan and digitize records in the District Attorney's office.

3) Program Design and Staffing: Scanning will be completed by two outside contractors, Continuum and General Code.

Total Funding Requested: \$72,150.00 **Account # A3063**

Oneida County Dept. Funding Recommendation: \$72,150.00

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% New York State

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

AWARD LETTER

DePerno, Sandy

From: archgrants@mail.nysed.gov
Sent: Wednesday, August 13, 2014 10:37 AM
To: DePerno, Sandy
Cc: dmeadows@mail.nysed.gov
Subject: Decision Notification to Applicant - Fund - MWBE

Project Number: 0580-15-5351

Dear Sandra DePerno

After reviewing your proposal for a Local Government Records Management Improvement Fund (LGRMIF) grant, the New York State Archives, a unit of the NYS Education Department (SED) is pleased to inform you it has tentatively awarded your organization a grant in the amount of \$72,150 . This was a highly competitive year for grants, with only \$5,870,453 in funding available.

Completion of the grant approval process also requires the review and approval of your proposed participation level for meeting Minority and Women-Owned Business Enterprise (M/WBE) requirements as outlined in the RFP. If you are contacted by NYSED with any questions about you agency's M/WBE plan or documentation, please be sure to respond promptly in order to avoid or minimize delay in finalizing your contract.

All grants, regardless of type or dollar amount, are subject to further review, monitoring, and audit to ensure compliance. SED has the right to recoup funds if the approved activities are not performed and/or the funds are expended inappropriately.

You will receive payment for this grant as follows:

1. 50% of the award, which you should receive in approximately four weeks. Note that the Archives no longer requires the submission of a Grant Acceptance Form to begin this process.
2. Up to 40% of the grant will be released when you submit form FS-25 Request for Funds for a Federal or State Project to SED's Grants Finance Unit. Please note applicants must submit these requests now based on anticipated expenditures for the next month only.
3. The remaining 10% will be released when the project is completed and the Grant Project Final Expenditure Report (FS-10-F) Long Form has been submitted to the Grants Administration Unit of the New York State Archives and approved by SED's Grants Finance Unit.
4. You must complete all project work and expend all funds no later than June 30, 2015, as extensions are not allowed in this program.

An official notification will be forthcoming from SED's Grants Finance Unit.

A summary of any comments from the review panel can be found by logging into the State Archives eGrants system at:

<https://eservices.nysed.gov/ldgrants>

Please do not hesitate to contact me at (518) 474 - 6926 or dmeadows@mail.nysed.gov If you have any questions.

Sincerely,

Denis P. Meadows

Manager, Grants Administration Unit

New York State Education Department

The University of the State of New York
THE STATE EDUCATION DEPARTMENT
(see instructions for mailing address)

PROPOSED BUDGET SUMMARY FOR A FEDERAL OR STATE PROJECT
FS-20 (12/05)

Project Number: 0580 -15 -5351

Funding Source:	Local Government Records Management Improvement Fund
Report Prepared By:	Sandra DePerno
Name of Applicant:	County Of Oneida
Mailing Address:	800 Park Avenue
City, State:	Utica NY 13501
Telephone#: 315-798-5776	County: Oneida
E-Mail Address:	sdeperno@ocgov.net
Project Funding Dates:	Start 7/1/14 End 6/30/15

INSTRUCTIONS

Submit the original FS-20 Budget Summary, and 3 copies, all with signatures in blue ink, along with the completed application directly to the appropriate State Education Department office as indicated in the application instructions for the grant program for which you are applying. DO NOT submit this form to the Grants Finance.

Please submit the FS-20 Budget Summary as a two page form (not back-to-back on a single sheet).

For changes in agency or payee address contact the State Education Department office indicated on the application instructions for the grant program for which you are applying.

An approved copy of the FS-20 Budget Summary will be returned to the contact person noted above. A window envelope will be used; please make sure that the contact information is accurate, legible and confined to the address field.

For information on budgeting, including 2005-06 REVISED guidelines for equipment and supplies, refer to the Fiscal Guidelines for Federal and State Aided Grants at www.oms.nysed.gov/cafe/.

BUDGET SUMMARY

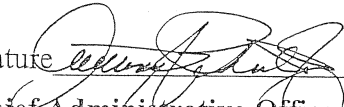
CATEGORIES	CODE	PROJECT COSTS
Professional Salaries	15	\$0.00
Support Staff Salaries	16	\$0.00
Purchased Services	40	\$72,150.00
Supplies and Materials	45	\$0.00
Travel Expenses	46	\$0.00
Employee Benefits	80	\$0.00
BOCES Services	49	\$0.00
Minor Remodeling	30	\$0.00
Equipment	20	\$0.00
Grand Total		\$72,150.00

Agency Code	412300640002
Project #	0580 -15 -5351
Contract #	
Agency Name	County Of Oneida

For Department Use Only		
Approved Funding Dates:	7/1/ 14	6/30/15
	_____	_____
	From	To
Program Approval:	_____	
Date:	_____	

CHIEF ADMINISTRATOR'S CERTIFICATION

I hereby certify that the requested budget amounts are necessary for the implementation of this project and that this agency is in compliance with applicable Federal and State laws and regulations.

Date 3-3-14 Signature 

Name and Title of Chief Administrative Officer

Anthony J Picente, County Executive

Fiscal Year	First Payment	Line#
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Voucher#	First Payment	

Finance: _____ Log: _____ Approved: _____ MIR: _____

Local Government Records Management Improvement Fund (LGRMIF)

Project Narratives

Project Number	0580 -15 -5351
Institution	County Of Oneida -

Ia. Describe records management problem

The Oneida County District Attorney's office is comprised of 22 attorneys, 4 investigators and 6 administrative staff who cover the 45 diverse village, town, city and county courts in Oneida County. Upon installation of the initial electronic document management system (EDMS) project at the District Attorney's office in the winter of 2013-2014, it became apparent that the County needed to convert large amounts of the District Attorney's paper records into electronic documents for incorporation into the Laserfiche system. Based on Section 89.2 of the Judiciary Law all County District Attorney's criminal records need to be kept for a minimum of 25 years and can only be destroyed by the application of the District Attorney to the justices of the appellate division of the Supreme Court for an order for destruction. Many of these records are deemed permanent based on historical relevance. The County would like to incorporate these documents into the current EDMS for easier retrieval, improved security and long term records management and archiving.

The criminal records from 2004 to present are kept at the District Attorney's office. Paper is the only format in which this set of records is currently available. There are approximately 1,400 criminal cases per year with 14,000 total criminal records stored at the DA's office. These records are stored in 69, five drawer filing cabinets. Each criminal file can have up to 100 plus pages and can contain pictures, criminal histories, backgrounds, depositions, charges and other case information. These criminal records are used regularly by the Assistant District Attorneys (ADAs) and Investigators, who have various responsibilities for researching case histories or new leads in order to update more recent casework.

When one of the personnel needs a criminal record, a request is made to our administrative staff. The administrative staff member will cross reference the case in the case management system using the name of the defendant and the case or closed case file number. The files are filed by case or closed case file number in the filing cabinets. The case is then retrieved and given to the requesting person. Many times the case may not be in the filing cabinet because it has been accessed by another attorney in the office and never returned to the appropriate location. This leads to delays in searching and finding information that may be relevant to a current case.

The criminal paper file search process is time consuming and requires involvement of a middleman (the administrative staff member), which slows access for the attorneys and other staff who rely on this information to make frequent time-sensitive decisions. Right now, after the request is made, it takes several hours to retrieve the record from our filing cabinets. The robust size of our current records storage, which is a large expense to the office, is currently at capacity. The paper criminal records are searched 312 to 364 times per year, or 6 to 7 times a week at minimum. There are no additional filing cabinets to house the records. The only option will be to move several years of records to the Oneida County Records Facility in Westmoreland (off site storage), which will complicate the search and retrieval process even more. The Westmoreland Records Facility currently holds over 4,000 banker boxes of District Attorney Records that are older than 2004. These records are not part of this grant.

Digitization of these criminal case files is needed to alleviate the following records management problems associated with this records series:

- 1) Limiting access to records with a high reference rate by County personnel;
- 2) Securing access to records by staff members for tracking and records management;
- 3) Reducing the amount of time locating a particular record;
- 4) Inability of attorneys in the Rome office to access the records in a timely manner;
- 5) Inability to search for items that could connect one case to another;
- 6) Amount of valuable physical space occupied by the paper records;
- 7) Paper records are difficult and cumbersome to maintain and long term storage is full;
- 8) Lack of historical records of significance to be stored, retrieved and backed up.

Ib. Identify records involved

The records involved in this project constitute the District Attorney's criminal files, which include criminal histories, court documents, charges, witness statements, pictures, evidence, research, video and audio recordings dating from 2004-2013. They are kept in paper format in 69, five drawer filing cabinets, with approximately 1.4 million images included and comprising 660 cubic feet of records. Folders contain varying numbers of images with an average of 100 images per file folder. Documents are 8 1/2 x 14 or smaller. There are many staples and paper clips throughout the files. According to the CO-2 Schedule page *xi* the District Attorney's records disposition is based on *Section 89.2 of the Judiciary Law*, which states all County District Attorney's criminal records need to be kept for a minimum of 25 years and can only be destroyed by the application of the District Attorney to the justices of the appellate division of the Supreme Court for an order for destruction.

The records contain comprehensive information on criminal cases useful for court proceedings, research into prior crimes or involvement of a defendant into prior crimes and many have historical value. These records are filed by Defendant's Last Name, First Name, Case Number and Closed Case Number, if applicable. This records series has never been subject to LGRMIF grant funding.

IIa. Chosen methodology and other methodologies considered.

The County looked at several factors before deciding to request a LGRMIF grant to incorporate the District Attorney's records into the existing searchable EDMS. The first thought was to inventory the documents and place them in long term storage at the Oneida County Records Center in Westmoreland. The problem with this thought was that the Records Facility is already to capacity with documents being stored there from many departments at the County. There are already over 4,000 banker boxes stored for the District Attorney's office alone at the facility ranging from the late 1800's to 2003. Due to staff changes and budgetary considerations there is only 1 person left to maintain the facility, access records that have been requested by departments and provide disposition of records as needed. The County Records Center houses millions of documents and is the size of a football field.

Another reason the County decided to digitize the criminal cases is that the County Legislature has mandated that the Records Center in Westmoreland be emptied and closed as part of the 6 year capital improvement project, which began in 2013. The facility is located in a flood plain and although clean and climate controlled is not removed from the potential of water damage. This along with the cost of maintaining the facility or potentially adding on an addition to the facility is

highly cost prohibitive.

The decision to convert the paper documents into digital documents and incorporate them into the County's Laserfiche Document Management system seemed to meet the needs of all parties involved. It provides the ability to archive these records without adding to the Records Center's inventory. The District Attorney is already working with the EDMS and is moving to a more paper free environment. The District Attorney has begun in February 2014 to scan new criminal cases into the Laserfiche repository and manage the paperwork through the EDMS.

By adding the last ten years of criminal cases into the repository the County is not making any additional paper records and not compounding the need to clear the Records Center. Upon scanning the last ten years of files anything that is able to be text searched will be accessible in the system. The ability to search for a defendant, victim or witness' name in the repository for the last ten years will be of great value to the attorneys and investigators. The idea that a defendant now could have been involved in a case as a witness 3 years ago may help provide valuable insight to a current case and the ability to provide evidence for current casework.

Another advantage of incorporating these valuable records into the Laserfiche EDMS is the County will be providing security around records that have traditionally been less secure in paper form. The Laserfiche repository is password protected; only enabling the user access to the documents they have rights to see. Laserfiche is DoD 5015.2 and VERS certified software. It is important to have these critical, long term records stored in an electronic records management system that has been certified to meet stringent requirements for both organizing file structures and plans (DoD 5015.2) and reliably preserving data for years to come (VERS). These certifications along with the extensive audit trail maintained in Laserfiche provide the foundational components for admissibility in New York State Courts. Secure accessibility is very important and a vast improvement from what is being done today.

Yet another reason imaging was chosen for this records series is that it works with our current records management policies and procedures. Our EDMS includes records management and can utilize the CO-2 schedule and other mandates to help with disposition, destruction, legal hold and retention of records. These records are long term dispositions and need to be monitored for many years prior to potential destruction. Utilizing technology to help track these records is of great value to the administration of the County.

IIb. Identify intended result(s) and anticipated benefits.

The objective of this project will be to provide the District Attorney with records that can utilize text searches, be accessible on mobile technology such as a tablet or smart phone for Court proceedings and to free up valuable space within the current office space. Also, it is important to manage these records in a secure and thoughtful manner with records management principles associated with the records. At this point, there is approximately 660 cubic feet of records being stored in the District Attorney's office. This space will be utilized by staff members and will provide valuable space for desks and further staff placement.

As a result of this records project, key staff will have immediate, comprehensive access to a critical set of records through an electronic, searchable database. The project will eliminate the

need for an administrative staff member to manually retrieve these records and will reduce the task that currently takes up to 8 hours (the time to request the records, wait, find them, and deliver them) to one that will take seconds.

Currently, these records are requested by District Attorney staff approximately 312 to 364 times each year. Each request requires locating, retrieving, and delivering the record. Each case can have multiple files so to ensure that staff receives all the information they may need we deliver the full set of records. The introduction of these files on the EDMS will save staff members between 3 and 4 weeks of time retrieving files and a total of 24 to 30 weeks of commulative wait time for these records to be delivered to requesters each year.

Substantively, the project will improve the functioning of our case prosecution process by allowing ADAs, investigators, and other key staff to have comprehensive case reports at the outset of the case. Having this information immediately helps ensure that defendants are prosecuted efficiently. Because the approach used in this project involves integration with our existing electronic document management system, no additional staff training will be required. Since the District Attorney's staff will be able to access the information they need on their own without having to wait several hours for their request, we believe that this series of records will be accessed more often.

The benefit of conducting this project via vendor, rather than in-house, is that it will not require the purchase of major scanning equipment. It will also be done more quickly, given vendors' expertise in indexing and verifying images. Finally, outsourcing the project will mean that staff will not have to abandon other ongoing responsibilities for the sake of this records project.

IIIa. Detailed outline/timetable for project

September 2014

Week 1: Once Oneida County learns of its award (2013 Awards were made in September) the Records Management Officer will promptly determine and choose vendor/s for project.

Weeks 2-3: Meet with vendor and the Laserfiche consultants to review requirements and provide valuable information exchange between the scanning vendor and Laserfiche technicians.

Week 3-7: The District Attorney's office staff will box and label all documents folders that will be incorporated in the first pick up. Organization of 100 boxes to be picked up by the vendor including index information will need to be assembled.

Indexing will included:

Last Name

First Name

Case or Closed Case number

October 2014

Weeks 5-6: RFP will be returned by eligible vendors and awarding of the contract to best eligible bidder, if applicable. Continuation of box preparation by the District Attorney's office staff for box pickup. Contract execution either using a Preferred Source vendor or via RFP based on purchasing requirements.

Week 7: Meeting with scanning vendor and first pick up of 100 boxes

Week 8: The Vendor will perform prep work on the documents; removing staples, paperclips and attachments. At the same time the District Attorney's office will be assembling another 100 boxes for pick up.

November 2014

Week 9 - 12: The vendor will scan the first 100 boxes of records.

Week 12: Meeting with the County, vendor and Laserfiche technicians to confirm status on scanning, sample data review, indexing confirmation and preliminary QC check. Deliver the first 100 boxes back to the County and pick up the next 100 boxes.

December 2014

Weeks 13-16: The vendor will prep and scan the next 100 boxes and complete the indexing for the first 100 boxes. The District Attorney's office will be working on boxing the next 100 boxes of records. Meeting with the Vendors, District Attorney's office, RMO and Central Services Director to review phase 1 of the project, review images, make sure there is no changes to indexing and organization of the electronic records. Laserfiche processing of first 100 boxes occur. First group ready for QC by County staff.

Week 16: District Attorney's office continues to box up another 100 boxes. Quality Control will be completed by both the vendor and the District Attorney staff on the first 100 boxes. Processing of documents for importation into the Laserfiche system will occur.

January 2015

Week 17-20: Vendor to deliver 100 boxes back to the County and pick up another 100 boxes (for a total of 300 boxes to date picked up). The vendor will continue to prep, scan and process the images including indexing. Meeting with Vendor and staff to review status of the project. Review how many images have been scanned to date and determine how many more can be scanned based on the funds received for the grant. DA's office continues to box the final 125 boxes.

February 2015:

Week 21-24: Vendor to deliver 100 boxes back to the County and pick up another 125 boxes (for a total of 425 boxes to date picked up). The vendor will continue to scan, QC and index the records. Meeting to review images with vendors and County staff.

March 2015:

Week 25 - 26: Vendor to deliver the final 125 boxes back to the DA's office. Quality control continues at the DA's office.

Week 27-28: Laserfiche image processing continues. Quality control continues at the County DA's office.

April 2015: Quality Control review of 100% of the images will be completed at the County. Any errors will be rescanned by the vendor and returned to the County for Quality Control. Upon completion of the QC all records will be processed into Laserfiche and metadata will be imported into the Laserfiche repository by the vendor and IT.

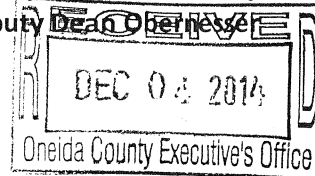
May 30, 2015: Estimated completion of the project taking into consideration delays based on County staff work loads and vendors production schedule. This still leaves 8 weeks for

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens



Sheriff Robert M. Maciol

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Oberweiser



December 1, 2014

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

FN 20 141-397

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

PUBLIC SAFETY

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

Date 12/4/14

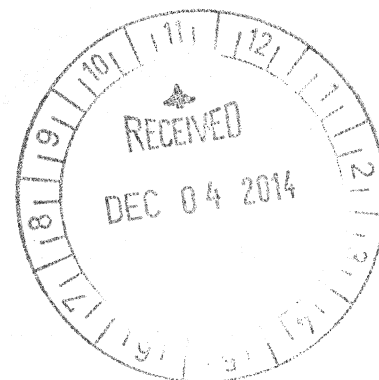
WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office would like to request a year 2014 Transfer of Funds of \$55,000.00 to cover the cost of the food service agreement. In the approved budget this contract was not approved when the budget process was being calculated. The Sheriff's Office budgeted for the food preparation for \$500,000 with salaries and other kitchen expenses included with other budget lines. Therefore, we would like to move a portion of these other expenses to cover the food service contract that was granted at the end of the 2013 year. I respectfully request that this matter be acted on at the Board of Legislators **December** board meeting.

The Transfer of funds is as follows:

<u>Transfer from Expense Account</u>	<u>Amount</u>
A3150.295 Other Equipment	\$22,000.00
A3151.416 Telephone	\$8,000.00
A3151.414 Utilities	\$15,000.00
A3151.491 Other Materials & Supplies	\$10,000.00
<u>Transfer to Expense Account</u>	<u>Amount</u>
A3150.49510 Food Service Contract	\$55,000.00



Office of the Sheriff



County of Oneida

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

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,

A handwritten signature in black ink, appearing to read "R. Maciol", written over a large, stylized circular flourish.

Robert M. Maciol,
Oneida County Sheriff

Cc: Tom Keeler, Budget Director

Administrative Office

6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division

6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division

6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division

200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

DENNIS S. DAVIS
COMMISSIONER



DIVISIONS:
BUILDINGS & GROUNDS
ENGINEERING
HIGHWAYS, BRIDGES & STRUCTURES
REFORESTATION

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

December 4, 2014

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

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

FN 20

14-398

PUBLIC WORKS
WAYS & MEANS

Date

Anthony J. Picente, Jr.
County Executive

12/8/14

Dear County Executive Picente,

Oneida County has entered into a Power Purchase Agreement with SEC LHNY Solar One, LLC for the development and operation of a solar photo voltaic system. Due to timing and weather conditions, several assumptions were made when preparing Schedule 2 of the master agreement. Following a site review and analysis of environmental impacts it was determined that an amended Schedule 2 is required.

The enclosed Amendment No. 1 to the Solar Power Services Agreement (Oneida Sutliff South) modifies the location and configuration of the solar array and identifies alternate equipment. The system size and estimated annual production would not change appreciably. Therefore, there would be no financial impact.

Please consider the enclosed Amendment No .1 to the Solar Power Services Agreement with SEC LHNY Solar One, LLC.

Thank you for your continued support.

Sincerely,

Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: SEC LHNY Solar One, LLC
700 Universe Boulevard
Juno Beach, Florida 33408

Title of Activity or Service: Amendment No. 1 to Solar Power Services Agreement
(Oneida Sutliff South)

Proposed Dates of Operation: Current – 12/31/2033

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Oneida County has entered into a Power Purchase Agreement with SEC LHNY Solar One, LLC for the development and operation of a solar photo voltaic system. Due to timing and weather conditions, several assumptions were made when preparing Schedule 2 of the master agreement. Following a site review and analysis of environmental impacts it was determined that an amended Schedule 2 is required.

The enclosed Amendment No. 1 to the Solar Power Services Agreement (Oneida Sutliff South) modifies the location and configuration of the solar array and identifies alternate equipment. The system size and estimated annual production would not change appreciably. Therefore, there would be no financial impact.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$\$8,246,704.00 (Revenue) **Account #:** A1620 (Revenue)

Oneida County Dept. Funding Recommendation: \$8,246,704.00 (Revenue)

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

**AMENDMENT NO. 1 TO
SOLAR POWER SERVICES AGREEMENT
(Oneida Sutliff South)**

THIS AMENDMENT NO. 1 (this "Amendment") is made effective as of November __, 2014 between SEC LHNY Solar One, LLC, a Delaware limited liability company ("Provider"), and Oneida County, a New York municipal corporation, ("Customer"). Provider and Customer are sometimes referred to individually as a Party and collectively as the Parties.

BACKGROUND

WHEREAS, Provider and Customer are parties to that certain Solar Power Services Agreement dated as of November 15, 2013 (the "Agreement") relating to the provision of solar services from Provider to Customer. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Agreement.

WHEREAS, the Parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Amendment.

(a) Agreement Schedule 1 is hereby superseded and replaced with the Schedule 1 attached hereto.

(b) Agreement Schedule 2 is hereby superseded and replaced with the Schedule 2 attached hereto.

2. Miscellaneous.

(a) Except as specifically modified by this Amendment, there are no other modifications to the Agreement and the Agreement shall continue in full force and effect.

(b) This Amendment shall be governed by and construed in accordance with the applicable terms and provisions of Agreement, which terms and provisions are hereby incorporated herein by reference.

(c) Each of the parties hereby represents to each other party that the execution and delivery of this Amendment has been duly authorized by such party.

(d) This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(e) THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date first above written.

SEC LHNY Solar One, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

County of Oneida,
a New York municipal corporation

By: _____
Name:
Title:

Schedule 1
DESCRIPTION OF PROPERTY

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Whitestown, County of Oneida and State of New York more particularly described as follows:

Beginning at a point on the westerly road boundary of County Seat Road, said point being North 21°39'15" East a distance of 662.4 feet from a 3/4" iron found on the west side of County Seat Road on the division line between the lands now or formerly of the County of Oneida (Bk.1815 Pg.356) on the south and the lands now or formerly of Kevin M. Kotary & Colleen J. Kotary (Bk. 2639 Pg. 688) on the north;

Thence through the lands now or formerly of the County of Oneida (Bk.2132 Pg.1111) the following four courses and distances:

- 1) North 90°00'00" West, a distance of 424.64 feet to a point;
- 2) North 00°00'00" East, a distance of 633.97 feet to a point;
- 3) North 90°00'00" West, a distance of 601.81 feet to a point;
- 4) North 00°00'00" East, a distance of 681.22 feet to a point;

Thence South 79°41'44" East, a distance of 917.58 feet along the southerly road boundary of Sutliff Road to a point;

Thence South 21°18'16" West, a distance of 199.79 feet along the westerly boundary line of lands now or formerly of William J. Hamelin, Jr. & Lorraine M. Hamelin (Bk.2636 Pg.88) to a point;

Thence South 79°41'44" East, a distance of 655.90 feet along the last mentioned boundary line and continuing along the lands now or formerly of Karl E. Leiber & Patricia A. Leiber (Bk.2011 Pg.933), lands now or formerly of Karl E. Leiber & Patricia A. Leiber (Bk. 2591 Pg.108) and lands now or formerly of John Leiber & Dolores J. Leiber (Bk.2043 Pg.221) to a point;

Thence along the said westerly road boundary of County Seat Road the following seven (7) courses and distances;

- 1) Thence South 61°37'30" West, a distance of 21.62 feet to a point;
- 2) Thence South 52°00'22" West, a distance of 71.84 feet to a point;
- 3) Thence South 41°44'00" West, a distance of 58.69 feet to a point;
- 4) Thence South 31°05'17" West, a distance of 90.45 feet to a point;
- 5) Thence South 23°44'12" West, a distance of 423.82 feet to a point;
- 6) Thence South 22°34'30" West, a distance of 256.56 feet to a point;
- 7) Thence South 21°33'38" West, a distance of 50.49 feet to the point or place of beginning, containing 23.32 acres of land more or less.

The above described premises being a portion of the lands conveyed by Michael Kochon & Mary Kochon as grantor to the County of Oneida as grantee in a deed dated October 5th 1982 and recorded in the Oneida County Clerk's office on October 14th 1982 in book 2132 of deeds at page 1111.

Schedule 2
SITE PLANS AND SYSTEM

Site Plan:

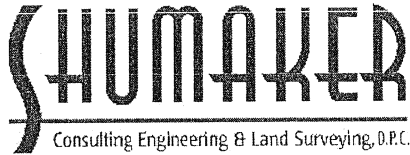
Attach preliminary drawings of Engineer's approved Site Plans for grid-connected, ground-mount solar electric PV systems. As-built drawings to be provided upon completion and Commercial Operation Date, and amended to this Schedule, in accordance with Section 4.01.

System:

Solar System Size:	2,600 kW(dc)
Estimated Year 1 Production:	3,174,270 kWh
Estimated Annual Degradation:	.6%
Estimated Commercial Operation Date:	TBD; depending upon interconnection application, incentives and permitting

Module:	8,554 total modules (mix of Suntech Power STP290w and Canadian Solar CS6X-305w solar modules or equivalent)
Inverter:	SMA Tripower string inverters or equivalent
Structure:	Ground-mount Sunlink LGMS or equivalent
Warranty:	25-year power warranty on solar modules, including minimum annual production amount.

System Includes:	System components include: Solar panels, support system, inverter system, wire kits, and data monitoring system. Design including: site visits, system drawings, engineering review and stamps (not including building structural review, if required). System commissioning. Support for interconnection application and permitting.
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LEASE PACEL DESCRIPTION PORTION OF TM# 275-1-69

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Whitestown, County of Oneida and State of New York more particularly described as follows:

Beginning at a point on the westerly road boundary of County Seat Road, said point being North $21^{\circ}39'15''$ East a distance of 662.4 feet from a $3/4''$ iron found on the west side of County Seat Road on the division line between the lands now or formerly of the County of Oneida (Bk.1815 Pg.356) on the south and the lands now or formerly of Kevin M. Kotary & Colleen J. Kotary (Bk. 2639 Pg. 688) on the north;

Thence through the lands now or formerly of the County of Oneida (Bk.2132 Pg.1111) the following four (4) courses and distances:

- 1) North $90^{\circ}00'00''$ West, a distance of 424.64 feet to a point;
- 2) North $00^{\circ}00'00''$ East, a distance of 633.97 feet to a point;
- 3) North $90^{\circ}00'00''$ West, a distance of 601.81 feet to a point;
- 4) North $00^{\circ}00'00''$ East, a distance of 681.22 feet to a point;

Thence South $79^{\circ}41'44''$ East, a distance of 917.58 feet along the southerly road boundary of Sutliff Road to a point;

Thence South $21^{\circ}18'16''$ West, a distance of 199.79 feet along the westerly boundary line of lands now or formerly of William J. Hamelin, Jr. & Lorraine M. Hamelin (Bk.2636 Pg.88) to a point;

Thence South $79^{\circ}41'44''$ East, a distance of 655.90 feet along the last mentioned boundary line and continuing along the lands now or formerly of Karl E. Leiber & Patricia A. Leiber (Bk.2011 Pg.933), lands now or formerly of Karl E. Leiber & Patricia A. Leiber (Bk. 2591 Pg.108) and lands now or formerly of John Leiber & Dolores J. Leiber (Bk.2043 Pg.221) to a point;

Thence along the said westerly road boundary of County Seat Road the following seven (7) courses and distances;

- 1) Thence South $61^{\circ}37'30''$ West, a distance of 21.62 feet to a point;
- 2) Thence South $52^{\circ}00'22''$ West, a distance of 71.84 feet to a point;
- 3) Thence South $41^{\circ}44'00''$ West, a distance of 58.69 feet to a point;
- 4) Thence South $31^{\circ}05'17''$ West, a distance of 90.45 feet to a point;
- 5) Thence South $23^{\circ}44'12''$ West, a distance of 423.82 feet to a point;
- 6) Thence South $22^{\circ}34'30''$ West, a distance of 256.56 feet to a point;
- 7) Thence South $21^{\circ}33'38''$ West, a distance of 50.49 feet to the point or place of beginning, containing 23.32 acres of land more or less.

The above described premises being a portion of the lands conveyed by Michael Kochon & Mary Kochon as grantor to the County of Oneida as grantee in a deed dated October 5th 1982 and recorded in the Oneida County Clerk's office on October 14th 1982 in book 2132 of deeds at page 1111.

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

DENNIS S. DAVIS
COMMISSIONER



DIVISIONS:
BUILDINGS & GROUNDS
ENGINEERING
HIGHWAYS, BRIDGES & STRUCTURES
REFORESTATION

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

December 4, 2014

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

FN 20 14-399 Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
PUBLIC WORKS
Anthony J. Picente, Jr.
County Executive
WAYS & MEANS
Date 12/8/14

Dear County Executive Picente,

Oneida County has entered into a Power Purchase Agreement with SEC LHNY Solar One, LLC for the development and operation of a solar photo voltaic system. Due to timing and weather conditions, several assumptions were made when preparing Schedule 1 and Schedule 2 of the master agreement. Following a site review and analysis of environmental impacts it was determined that an amended Schedule 2 is required.

The enclosed Amendment No. 1 to the Solar Power Services Agreement (Oneida Sutliff West) modifies the location and configuration of the solar array and identifies alternate equipment. The system size and estimated annual production would not change appreciably. Therefore, there would be no financial impact.

Please consider the enclosed Amendment No .1 to the Solar Power Services Agreement with SEC LHNY Solar One, LLC.

Thank you for your continued support.

Sincerely,

Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: SEC LHNY Solar One, LLC
700 Universe Boulevard
Juno Beach, Florida 33408

Title of Activity or Service: Amendment No. 1 to Solar Power Services Agreement
(Oneida Sutliff West)

Proposed Dates of Operation: Current – 12/31/2033

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Oneida County has entered into a Power Purchase Agreement with SEC LHNY Solar One, LLC for the development and operation of a solar photo voltaic system. Due to timing and weather conditions, several assumptions were made when preparing Schedule 1 and Schedule 2 of the master agreement. Following a site review and analysis of environmental impacts it was determined that an amended Schedule 2 is required.

The enclosed Amendment No. 1 to the Solar Power Services Agreement (Oneida Sutliff West) modifies the location and configuration of the solar array and identifies alternate equipment. The system size and estimated annual production would not change appreciably. Therefore, there would be no financial impact.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$\$8,246,704.00 (Revenue) **Account #:** A1620 (Revenue)

Oneida County Dept. Funding Recommendation: \$8,246,704.00 (Revenue)

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

**AMENDMENT NO. 1 TO
SOLAR POWER SERVICES AGREEMENT
(Oneida Sutliff West)**

THIS AMENDMENT NO. 1 (this "Amendment") is made effective as of November __, 2014 between SEC LHNY Solar One, LLC, a Delaware limited liability company ("Provider"), and Oneida County, a New York municipal corporation, ("Customer"). Provider and Customer are sometimes referred to individually as a Party and collectively as the Parties.

BACKGROUND

WHEREAS, Provider and Customer are parties to that certain Solar Power Services Agreement dated as of November 15, 2013 (the "Agreement") relating to the provision of solar services from Provider to Customer. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Agreement.

WHEREAS, the Parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Amendments.

(a) Agreement Schedule 1 is hereby superseded and replaced with the Schedule 1 attached hereto.

(b) Agreement Schedule 2 is hereby superseded and replaced with the Schedule 2 attached hereto.

2. Miscellaneous.

(a) Except as specifically modified by this Amendment, there are no other modifications to the Agreement and the Agreement shall continue in full force and effect.

(b) This Amendment shall be governed by and construed in accordance with the applicable terms and provisions of Agreement, which terms and provisions are hereby incorporated herein by reference.

(c) Each of the parties hereby represents to each other party that the execution and delivery of this Amendment has been duly authorized by such party.

(d) This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(e) THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date first above written.

SEC LHNY Solar One, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

County of Oneida,
a New York municipal corporation

By: _____
Name:
Title:

Schedule 1
DESCRIPTION OF PROPERTY

ALL THAT TRACT OR PARCEL OF LAND, situated in the Town of Whitestown, County of Oneida and State of New York more particularly described as follows:

Beginning at a point at the most northwesterly corner of the hereinafter described parcel, said point being on the southerly road boundary of Sutliff Road at its intersection with the boundary line between the herein described parcel on the east and the lands now or formerly of Sergey V. Kvachev & Alla Kvachev (Inst. no. 2014-008881) on the east, said point being South 09°45'06" West, a distance of 13.8 feet from a found rebar with cap;

Thence South 09°45'06" West, a distance of 885.00 feet along said boundary line to a point;

Thence South 79°41'44" East, a distance of 1139.21 feet through the property of the County of Oneida (Bk.2132 Pg.1109) to a point;

Thence North 09°45'06" East, a distance of 885.00 along the westerly boundary line of other lands now or formerly of Oneida County (Bk.2132 Pg.1111) to a point;

Thence North 79°41'44" West, a distance of 1139.21 feet along the said southerly road boundary of Sutliff Road to the point or place of beginning, containing 23.14 acres of land more or less.

The above described premises being a portion of the lands conveyed by Mary B. Kochin a/k/a Mary B. Kochon & Paul S. Kochin a/k/a Paul S. Kochon as grantor to the County of Oneida as grantee in a deed dated October 5th 1982 and recorded in the Oneida County Clerk's office on October 14th 1982 in book 2132 of deeds at page 1109.

Schedule 2
SITE PLANS AND SYSTEM

Site Plan:

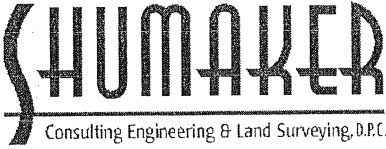
Attach preliminary drawings of Engineer's approved Site Plans for grid-connected, ground-mount solar electric PV systems. As-built drawings to be provided upon completion and Commercial Operation Date, and amended to this Schedule, in accordance with Section 4.01.

System:

Solar System Size:	2,593 kW(dc)
Estimated Year 1 Production:	3,140,547 kWh
Estimated Annual Degradation:	.6%
Estimated Commercial Operation Date:	TBD; depending upon interconnection application, incentives and permitting

Module:	8,532 total modules (mix of Suntech Power STP290w and Canadian Solar CS6X-305w solar modules or equivalent)
Inverter:	SMA Tripower string inverters or equivalent
Structure:	Ground-mount TerraSmart 5X6 Racks or equivalent
Warranty:	25-year power warranty on solar modules, including minimum annual production amount.

System Includes:	System components include: Solar panels, support system, inverter system, wire kits, and data monitoring system. Design including: site visits, system drawings, engineering review and stamps (not including building structural review, if required). System commissioning. Support for interconnection application and permitting.
------------------	---



**LEASE PACEL DESCRIPTION
PORTION OF TM# 274-3-22**

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Whitestown, County of Oneida and State of New York more particularly described as follows:

Beginning at a point at the most northwesterly corner of the hereinafter described parcel, said point being on the southerly road boundary of Sutliff Road at its intersection with the boundary line between the herein described parcel on the east and the lands now or formerly of Sergey V. Kvachev & Alla Kvachev (Inst. no. 2014-008881) on the east, said point being South 09°45'06" West, a distance of 13.8 feet from a found rebar with cap;

Thence South 09°45'06" West, a distance of 885.00 feet along said boundary line to a point;

Thence South 79°41'44" East, a distance of 1139.21 feet through the property of the County of Oneida (Bk.2132 Pg.1109) to a point;

Thence North 09°45'06" East, a distance of 885.00 along the westerly boundary line of other lands now or formerly of Oneida County (Bk.2132 Pg.1111) to a point;

Thence North 79°41'44" West, a distance of 1139.21 feet along the said southerly road boundary of Sutliff Road to the point or place of beginning, containing 23.14 acres of land more or less.

The above described premises being a portion of the lands conveyed by Mary B. Kochin a/k/a Mary B. Kochon & Paul S. Kochin a/k/a Paul S. Kochon as grantor to the County of Oneida as grantee in a deed dated October 5th 1982 and recorded in the Oneida County Clerk's office on October 14th 1982 in book 2132 of deeds at page 1109.

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

UTICA, NY
430 Court Street, Suite 101
Utica, NY 13502
315-724-0100 • Fax 724-3715

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

MONTROSE, PA
16501 State Route 706, Suite 4
Montrose, PA 18801
570-432-0024 • Fax 432-0024



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

51 Leland Ave, PO Box 442, Utica, NY 13503-0442

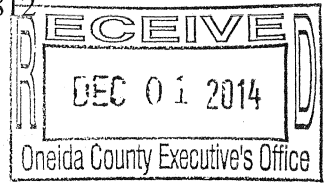
(315) 798-5656

wpc@ocgov.net

FAX 724-9812

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner



December 1, 2014

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

FN 20 14-400

PUBLIC WORKS

Re: Proposed Oneida County Sewer District Rate Schedule

WAYS & MEANS

Dear County Executive Picente:

Article 5-A, Section 266 of the County Law requires that the Oneida County Board of Legislators approve the proposed Oneida County Sewer District Rate Schedule. The proposed rate is \$4.13 per 1000 gallons. The old rate was \$3.76 per 1000 gallons. This represents approximately a 9.8% increase over last year. A ratepayer who consumes 72,000 gallons of water per year will pay an extra \$6.66 per quarter or \$26.64 per year as a result of the proposed rate.

Approximately \$442,500 of the proposed increase is due to debt service on the North Utica Interceptor project. \$230,000 of the increase relates to data management for flow monitoring required for the consent order and changes DEC made to the water pollution control plant operating permit.

The rates listed in the schedule were used as a basis for developing revenue projections for the 2015 Sewer District budget. They will be effective January 1st but will not be implemented until April 1st to comply with legislation previously passed by the Board of Legislators.

Pursuant to County Law, a public hearing and comment period must be held. The public hearing was conducted on Monday, December 1st, 11:00 am at the Sewer District offices. No one attended. The public comment period will end on Monday, December 8th.

I am available at your convenience to answer any questions you or the Board of Legislators may have regarding the proposed schedule. I am requesting that the Board of Legislators consider this matter during their December 23, 2014 meeting.

Thank you for your consideration in this matter.

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

Steven P. Devan, P.E.
Commissioner

Attachments: Rate Schedule



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

Anthony J. Picente, Jr.
County Executive

Date 12-1-14



ONEIDA COUNTY SEWER DISTRICT RATE SCHEDULE EFFECTIVE JANUARY 1, 2015

This rate schedule will apply to all bills issued on or after April 1, 2015.
It will remain in effect until modified by the Oneida County Board of Legislators

A. RESIDENTIAL CUSTOMER FEES

1. Metered Consumption

Customers will be charged a wastewater treatment fee based on metered water usage. The rate charged will be \$4.13 per 1000 gallons of water consumed. The customer will receive a bill for these services through contract billing services provided by the Mohawk Valley Water Authority, the Sauquoit Water District or the Clayville Water District. The Sewer District wastewater treatment fee can be calculated using the following equation.

$$\text{Billable Amount} = \frac{(\text{cubic feet of water consumed}) * (7.481 \text{ gallons/cubic foot}) * (\$4.13)}{(1000 \text{ gallons})}$$

2. Unmetered Consumption

Customers who do not have water meters will have a usage calculated based on an estimated water consumption rate of 50 gallons per person per day. The maximum charge per household will be based on 200 gallons per day. The rate charged will be \$4.13 per 1000 gallons of water consumed. The customer will receive a bill directly from the Sewer District for these services. The Sewer District wastewater treatment fee can be calculated using the following equation.

$$\text{Billable Amount} = \frac{(\text{days in billing period}) * (50 \text{ gallons/ day}) * (\text{number of people}) * (\$4.13)}{(1000 \text{ gallons})}$$

Customers covered under this section of the rate schedule will be required to complete a form certifying as to the number of persons occupying the property serviced by the account. Customers who do not submit the required certification form will be charged the maximum household rate of 200 gallons per day. Customers who intentionally misrepresent the number of occupants per household can be charged with a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. Furthermore, restitution will be required as per Section D-3 of this rate schedule.

3. Sauquoit Creek Basin Surcharge

In addition to the charges listed in sections 1 and 2, customers whose discharge is tributary to the Sauquoit Creek Pumping Station will be assessed an additional surcharge to pay for capital expenditures and system repairs associated with the NYSDEC Consent Order. Like regular residential fees, the surcharge is based on metered or unmetered water consumption as listed in the formulas below. The rate charged will be \$1.05 per 1000 gallons of water consumed. The customer will receive a bill for these services through contract billing services provided by the Mohawk Valley Water Authority, the Sauquoit Water District, and the Clayville Water District or directly from the Oneida County Sewer District.

$$\text{Billable Amount} = \frac{(\text{cubic feet of water consumed}) * (7.481 \text{ gallons/cubic foot}) * (\$1.05)}{(1000 \text{ gallons})}$$

$$\text{Billable Amount} = \frac{(\text{days in billing period}) * (50 \text{ gallons/ day}) * (\text{number of people}) * (\$1.05)}{(1000 \text{ gallons})}$$



B. INDUSTRIAL CUSTOMER FEES

1. Basic Rate

Industrial customers will be charged a fee based on metered water consumption and be subject to the same rates as residential customers. In addition to these fees, industrial customers who require a permit under Oneida County Sewer Use Rules and Regulations will be charged an annual permit fee of \$660 to cover monitoring and administrative costs. Additional or modified charges may apply as detailed in subsequent sections of this schedule.

2. High Strength Wastewater

Industrial customers who discharge high strength wastewater, as defined by the Sewer District, will be subject to fees in addition to those calculated using the basic rate. A surcharge will apply to discharges with total suspended solids (TSS) exceeding 290 mg/l and/or Biochemical Oxygen Demand (BOD) exceeding 330 mg/l. This surcharge will be \$0.02 per pound of TSS and/or BOD that exceed the limits as stated in this section. If insufficient BOD data exists to accurately determine the surcharge, Chemical Oxygen Demand (COD) can be substituted for BOD. In this case, the surcharge will be \$0.02 per pound of COD that exceeds 350 mg/l.

3. Federal Categorical Pretreatment Standards

Federal Categorical Pretreatment Standards have additional monitoring and administrative cost associated with them. Accordingly, an annual permit fee of \$1,100 will be charged to industrial customers who are subject to these standards.

4. Additional Sampling Fees

A fee of \$200 per sample may be charged if more than four (4) twenty-four hour composite samples are needed on an annual basis to characterize the discharge of an industrial customer.

5. Groundwater Remediation Projects

Groundwater clean up and site remediation projects approved by the Sewer District for discharge directly to the sewer system will be charged the basic rate, as indicated in Section B-1, for wastewater generated. An annual permit fee of \$100 will be assessed to cover monitoring and administrative fees. The customer will be required to provide accurate discharge data on a semi-annual basis for billing purposes.



C. FEES FOR WASTEWATER HAULED DIRECTLY TO THE TREATMENT PLANT

1. Basic Rate

Wastewater haulers who discharge directly to the wastewater treatment plant will be charged based on the actual amount of wastewater contained in each load. This fee will be \$0.08 per gallon of wastewater delivered. In addition, an annual permit fee of \$100 will be charged to cover monitoring and administrative costs. Additional or modified charges may apply as detailed in subsequent sections of this schedule.

2. Domestic Wastewater

Haulers of septage, cesspool and portable toilet wastewater, containing only household type wastewater, will be subject to all charges as detailed in Section C-1 of this schedule.

3. Non-Domestic Wastewater

Non-domestic wastewater, as approved by the Sewer District on a case-by-case basis, will be subject to all charges as detailed in Section C-1 of this schedule. In addition, the cost of contract laboratory services, plus 10%, will be billed to the permit holder for analytical analysis required by the Sewer District to accurately characterize the wastewater.

4. Municipal or Private Sewage Treatment Systems

Wastewater from municipal and private sewage treatment systems, as approved by the Sewer District on a case-by-case basis, will be subject to the charges as detailed in Section C-1 of this schedule.

5. Low Solids Wastewater and Leachate

Low solids wastewater, as approved by the Sewer District on a case-by-case basis, will be charged \$0.04 per gallon based on the actual amount of wastewater delivered. In addition, the cost of contract laboratory services, plus 10%, will be billed to the permit holder for analytical analysis required by the Sewer District to accurately characterize the wastewater.

6. Landfill Leachate

Landfill Leachate, as approved by the Sewer District on a case-by-case basis, will be charged \$0.02 per gallon based on the actual amount of wastewater delivered. In addition, the cost of contract laboratory services, plus 10%, will be billed to the permit holder for analytical analysis required by the Sewer District to accurately characterize the wastewater.



D. OTHER CHARGES AND ADJUSTMENTS

1. Late Charges

A late charge of 10% will be charged to all accounts that are not paid by the date they are due. This fee will be assessed at the start of every billing cycle and only imposed on newly accrued late balances from the previous billing cycle.

2. Delinquent Charges

All accounts that are overdue after October 31st and have a balance greater than or equal to \$50 will be declared delinquent and added to the tax rolls of the appropriate municipality. Once the delinquent accounts are transmitted to the Oneida County Department of Finance for processing, this department will be responsible for the collection activities associated with these accounts. Once declared delinquent, an additional charge of 10% will be assessed to the account. Delinquent charges are in addition to any other charges, including late charges.

Delinquent charges will be equally divided between the Oneida County Sewer District and the Oneida County Department of Finance as compensation for the cost of processing the delinquency. If the account actually is relieved on the tax rolls, the delinquent charge will rise to 12% with the Oneida County Sewer District receiving 5% and the Oneida County Finance Department receiving 7% as compensation for the cost of processing the delinquency.

3. Uncompensated Use of Sewer District Services

Sewer customers who have been found utilizing Sewer District wastewater treatment services without paying for them will be assessed fees for these services. The fee will be based on actual meter readings or a consumption rate of 200 gallons per day and the user fees in effect during the time the services were being utilized. Charges will be calculated based on the amount of time the service was being utilized but in no case shall it exceed 6 years.

It is the responsibility of the sewer customer to provide the Sewer District adequate information so that the length of time service was rendered can be established. The Sewer District may, at its own discretion, conduct an investigation to establish the length of time service was rendered and bill the customer accordingly.

4. Refunds

Customers who have been incorrectly billed for Sewer District wastewater treatment services may be entitled to a refund. The customer must petition the Sewer District in writing to have a refund considered. The refund will be based on the fees in effect during the time services were being utilized and will be calculated based on actual billing records. In no case shall the refund period exceed 6 years.

It is the responsibility of the customer to provide the Sewer District with adequate information to determine the amount of the refund. The Sewer District may, at its own discretion, conduct an investigation to establish the length of time service was incorrectly billed and base the refund to the customer accordingly.



Refunds for charges occurring in the current year will be processed as a credit to the customer's account. If the refunds encompass more than one year, or an active account no longer exists, the customer will receive reimbursement directly from the Sewer District, once the appropriate documents have been filed and processed by the County. If the refund is associated with a property that has a County tax lien, the refund will not be processed until this tax lien is satisfied.

The Commissioner of Water Quality and Water Pollution Control, upon thorough review of the documentation, may approve refunds up to \$1,000 per account. The Oneida County Board of Legislators must approve refunds over this amount.

5. Adjustments

Customers may request an adjustment to an account for abnormal water consumption that was not discharged to the sewer system. Adjustments will be considered only if water consumption records indicate an abnormal pattern of water use and if physical evidence exists to support the adjustment claim. The customer must petition the Sewer District in writing within 180 days of the occurrence of the event causing abnormal water consumption to have an adjustment considered.

Customers may request adjustments to an account for water consumed in industrial or manufacturing processes. The customer must petition the Sewer District in writing to have such an adjustment considered. Supporting documentation must accompany the petition. The Sewer District may require additional engineering analysis to support a petition. The cost of this analysis is the responsibility of the petitioner.

The Sewer District may, at its own discretion, conduct an investigation, including a physical inspection of the property, to establish the legitimacy of an adjustment claim. Normal water consuming activities such as routine swimming pool maintenance, car washing and lawn or garden watering are not grounds for an adjustment.

The Commissioner of Water Quality and Water Pollution Control, upon thorough review of the documentation, may approve adjustments up to \$7,500 per account. The Oneida County Board of Legislators must approve adjustments over this amount.



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

December 3, 2014

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

FN 20 14-401

Re: Supplemental Appropriation-Sherman Drive Sewer

PUBLIC WORKS

Dear County Executive Picente:

WAYS & MEANS

As you probably recall there was a sewer collapse earlier this year on Sherman Drive on the Utica / New Hartford boarder. In addition to servicing 7 households, the line acts as an interceptor sewer transporting sewage from the Town of New Hartford to the Starch Factory Creek Interceptor.

There were discussions and serious questions on who actually owned the 500 feet of sewer line and who was really liable for its upkeep. The issues was resolved by the Oneida County Sewer District replacing the line and taking ownership of it while City of Utica took responsibility for any law suits which occurred as a result of the collapsed sewer line.

As a result of the negotiations it is now necessary to make a supplemental appropriation to cover the cost of replacing the sewer line which was not included in the original 2014 budget. Fortunately, there is enough unappropriated fund balance in the Water Pollution Fund Balance to cover this.

I therefore request your Board's approval for the following 2014 supplemental appropriation:

TO: AA# G8120.495 WP Control - Sanitary Sewers - Other Expenses..... \$ 224,000.

This supplemental appropriation will be fully supported by unappropriated Fund Balance:

FROM: RA# G599 WP Control - Fund Balance..... \$ 224,000.

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



Reviewed and Approved for submittal to the Oneida County Board of Legislators by Anthony J. Picente, Jr. County Executive Date 12/3/14

CC: County Attorney Comptroller Budget

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

DENNIS S. DAVIS
COMMISSIONER



DIVISIONS:
BUILDINGS & GROUNDS
ENGINEERING
HIGHWAYS, BRIDGES & STRUCTURES
REFORESTATION

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

November 12, 2014

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

FN 20 14 402

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

In 2009, Oneida County entered into a contract with Lochner Engineering to prepare plans and provide construction administration services for the reconstruction of Middle Settlement Road (CR 30). This is a federal aid project administered by the New York State Department of Transportation (NYSDOT). Since 2009 there have been multiple project delays and funding cuts initiated by NYSDOT. In 2013 bids for construction were accepted and an award was made to Hanson Aggregates in the amount of \$1,336,192.30 for reconstruction of Middle Settlement road in the Towns of Whitestown and New Hartford.

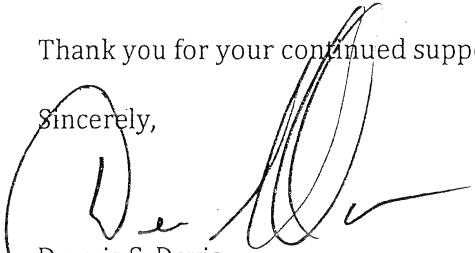
The original contact with Lochner Engineering was amended (Supplemental Agreement No. 1) to include payment for construction phase services. Construction phase services include contract administration, construction inspection, miscellaneous materials testing, and preparation of as-built drawings. The amendment provided additional payment in the amount of \$172,000.00 (\$136,600 Federal, \$25,800 State, and \$8,600 County) for the above mentioned services. The revised contract total is \$580,000.00 (\$464,000 Federal, \$87,000 State, and \$29,000 County).

Due to unforeseen conditions and a compressed construction schedule Lochner Engineering must provide additional personnel for construction phase services. On November 12, 2014 the Oneida County Board of Acquisition and contract approved Supplemental Agreement No. 2 for additional construction phase services that would increase Lochner Engineering's compensation by \$21,500.00 (\$17,200 Federal, \$3,225 State, \$1,075 County). The revised contract total would be \$601,500.00 (\$481,200 Federal, \$90,225 State, and \$30,075 County).

If acceptable please forward the enclosed contract amendment to the Oneida County Board of Legislators for consideration.

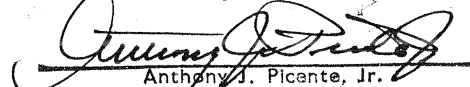
Thank you for your continued support.

Sincerely,



Dennis S. Davis
Commissioner

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



Anthony J. Picente, Jr.
County Executive

Date 12/5/14

cc: Mark E. Laramie, P.E., Deputy Commissioner

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Lochner Engineering
181 Genesee Street
Utica, NY 13501

Title of Activity or Service: Professional Consulting Service
Middle Settlement Road Reconstruction

Proposed Dates of Operation: Substantial Completion by 05/30/2015

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Due to unforeseen conditions and a compressed construction schedule Lochner Engineering must provide additional personnel for construction phase services. On August 27, 2014 the Oneida County Board of Acquisition and contract approved Supplemental Agreement No. 2 for additional construction phase services that would increase Lochner Engineering's compensation by \$21,500.00 (\$17,200 Federal, \$3,225 State, \$1,075 County). The revised contract total would be \$601,500.00 (\$481,200 Federal, \$90,225 State, and \$30,075 County).

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$601,500 **Account #:** H-298

Oneida County Dept. Funding Recommendation: \$601,500

Proposed Funding Sources (Federal \$/ State \$/County \$): \$481,200 Federal
\$90,225 State
\$30,075 County

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

Attachment A

Contract No.	<u>H0934199</u>
Change Order No.	<u>2</u>
Effective Date	<u>6/16/2014</u>

SUPPLEMENTAL AGREEMENT NO. 2

In accordance with Article 7 of the Consulting Services Agreement dated February 27, 2009 ("Agreement") between County of Oneida ("CLIENT") and Lochner Engineering, P.C. ("CONSULTANT"), this Supplemental Agreement modifies the Agreement as follows:

1. Change in Services:

Lochner Engineering will provide additional construction inspection services as described in the cover letter dated June 17, 2014.

2. Change in time of Performance (attach schedule if appropriate):

No changes. The contract end date remains May 30, 2015.

3. Change in CONSULTANT's Compensation:

The compensation will be increased by \$21,500.

Original Contract:	\$408,000
Change Order No. 1	172,000
Change Order No. 2	<u>21,500</u>
TOTAL	\$601,500

All other terms and conditions remain unchanged.

CLIENT

CONSULTANT

Signature

Allen J. Cowen
Signature

Name (Printed or Typed)

ALLEN J. COWEN
Name (Printed or Typed)

Date

6/17/14
Date

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



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

ADMINISTRATION

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

December 3, 2014

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

FN 20

14-403

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

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Date

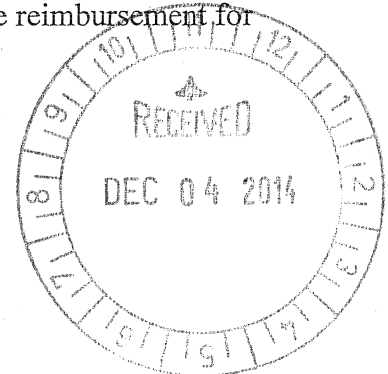
12/3/14

Dear Mr. Picente:

Attached are three (3) copies of an Agreement between Oneida County through its Health Department – Environmental Health and Cornell Cooperative Extension of Oneida County.

The Oneida County Health Department has been awarded a grant from the New York State Department of Health for the implementation of the Childhood Lead Poisoning Primary Prevention Program. Cornell Cooperative Extension of Oneida County has the capabilities to provide Childhood Lead Poisoning Primary Prevention Program Contractor services in accordance with New York State Codes, Rules and Regulations. Cornell Cooperative Extension of Oneida County shall provide personnel who have the requisite education and experience to fulfill the duties of an Environmental Safety Resource Educator. The Educator will develop and deliver quality environmental safety educational programs and encourage the application of research-generated knowledge and leadership techniques; provide in-depth support and input into evaluation, grants/contracts, marketing, research, and programming for environmental safety in Oneida County; ensure quality implementation of programming within the county, will work with companion programs as Rust 2 Green Utica and the Mohawk Valley Food Action Network; will work to create local, regional and statewide networks that enable innovative shared programming development and delivery opportunities; shall be responsible for CLPPP program management and accountable for providing leadership; will work with Health Department to prepare quarterly reports to the New York State Department of Health.

The term of this Agreement shall become effective upon execution by all parties and remain in effect through March 31, 2015. Reimbursement shall not exceed validated expenditures for the provision of services not to exceed \$28,600, inclusive of any reimbursement for travel and mileage. Contractor will be reimbursed at the current Federal IRS approved mileage reimbursement for required travel pre-approved by the Director of Health or Designee.



Page Two
December 3, 2014

Reimbursement is funded through the Childhood Lead Poisoning Primary Prevention grant and is 100% state funded.

This is not a program mandated by Public Health Law.

If this Agreement meets with your approval, please forward to the Board of Legislators for approval.

Please feel free to contact me should you require additional information.

Sincerely,

A handwritten signature in cursive script that reads "Phyllis D. Ellis for".

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

attachments
ry

Oneida County Department: Public Health

Competing Proposal: _____

Only Respondent: _____

Sole Source RFP: _____

Other: New Contract

NAME AND ADDRESS OF VENDOR: Ronald A. Bunce, Executive Director
Cornell Cooperative Extension of Oneida County
121 Second Street
Oriskany, New York 13424

SUMMARY STATEMENT: The Oneida County Health Department has been awarded a grant from the New York State Department of Health for the implementation of the Childhood Lead Poisoning Primary Prevention Program. Cornell Cooperative Extension of Oneida County has the capabilities to provide Childhood Lead Poisoning Primary Prevention Program Contractor services in accordance with New York State Codes, Rules and Regulations. Cornell Cooperative Extension of Oneida County shall provide personnel who have the requisite education and experience to fulfill the duties of an Environmental Safety Resource Educator. The Educator will develop and deliver quality environmental safety educational programs and encourage the application of research-generated knowledge and leadership techniques; provide in-depth support and input into evaluation, grants/contracts, marketing, research, and programming for environmental safety in Oneida County; ensure quality implementation of programming within the county, will work with companion programs as Rust 2 Green Utica and the Mohawk Valley Food Action Network; will work to create local, regional and statewide networks that enable innovative shared programming development and delivery opportunities; shall be responsible for CLPPP program management and accountable for providing leadership; will work with Health Department to prepare quarterly reports to the New York State Department of Health.

DATES OF OPERATION: Agreement shall become effective upon execution by all parties through March 31, 2015.

TOTAL FUNDING REQUESTED: Shall not exceed validated expenditures for the provision of services not to exceed \$28,600, inclusive of any reimbursement for travel and mileage. Contractor will be reimbursed at the current Federal IRS approved mileage reimbursement for required travel pre-approved by the Director of Health, or Designee. Reimbursement is funded through the CLPPP program grant. The CLPPP grant is 100% state funded.

Expense Account: A4015

Revenue Account: A3451

**Contract between Oneida County through its Health Department and
Cornell Cooperative Extension of Oneida County**

THIS AGREEMENT by and between ONEIDA COUNTY, a municipality of the State of New York, with its principal office located at 800 Park Avenue, Utica, N.Y., 13501, hereinafter referred to as the "County", through its Health Department located at 185 Genesee Street, Utica, N.Y., 13501, hereinafter referred to as "Agency", and Cornell Cooperative Extension of Oneida County, located at 121 Second Street, Oriskany, New York, 13424, hereinafter referred to as the "Contractor".

WHEREAS, the Agency, an organized Public Health Department of Oneida County, pursuant Federal, State and Local statues, rules and regulations; and

WHEREAS, the Agency has been awarded a grant from the New York State Department of Health for the implementation of the Childhood Lead Poisoning Primary Prevention Program (CLPPP Program or Lead Program) and;

WHEREAS, the Contractor has capabilities to provide CLPPP Program Contractor services in accordance with New York State Codes, Rules and Regulations; and

WHEREAS, the Agency and Contractor desire to enter into an Agreement whereby the Contractor agrees to provide CLPPP Program Consultant services under the terms and conditions hereinafter set forth; and

NOW, THEREFORE the parties hereto intend to be legally bound and hereby agree as follows:

1. TERM:

- a. This Agreement shall become effective upon execution by all parties through March 31, 2015 unless earlier terminated as provided hereafter.

2. SCOPE OF SERVICES:

The Contractor shall provide personnel who have the requisite education and experience to fulfill the duties of an Environmental Safety Resource Educator ("Educator").

- a. The Educator responsibilities will include innovative program development, evaluation and direction of project areas, including lead safety, lead hazard education, lead safe work and lead awareness programming tailored to the changing needs and context of the County's population living in urbanized and rural areas. The Educator will develop and deliver quality environmental safety educational programs and encourage the application of research-generated knowledge and leadership techniques.
- b. The Educator will provide in-depth support and input into evaluation, grants/contracts, marketing, research, and programming for environmental safety in Oneida County.

- c. The Educator will ensure quality implementation of programming within the County, supporting and enabling educators/volunteers and providing subject matter resources connecting Cornell Faculty and regional/state efforts to local priorities.
- d. The Educator will work with such companion programs as the Contractor's Rust 2 Green (R2G) Utica and the Mohawk Valley Food Action Network (MVFAN), as well as other local partner organizations and groups to collectively develop program design, delivery and research that holistically fosters the greater health, sustainability and well-being of the County's citizenry at home and in their communities.
- e. The Educator will work to create local, regional and statewide networks that enable innovative shared programming development and delivery opportunities.
- f. The Educator shall be responsible for CLPPP Program management and accountable for providing leadership, planning, priority setting, assuring Contractor and stakeholders connections and quality for all association programs.
- g. The Educator shall work with the Agency to prepare quarterly reports to the New York State Department of Health as required by the CLPPP Program grant deliverables.

3. **CONFIDENTIALITY:**

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

4. **FEE:**

- a. The Contractor shall not exceed validated expenditures for the provision of services of an amount not to exceed \$28, 600.00, inclusive of any reimbursement for travel and mileage, under the term of this agreement.
- b. The Agency shall compensate the Contractor at the current Federal IRS approved mileage reimbursement rate for required travel expenses that are pre-approved by the Director of Health, or Designee and also funded by the CLPPP Program grant.

5. PAYMENT:

- a. Within 15 days of the last day of the month in which services are provided, Contractor shall submit a completed County voucher accompanied by a separate statement of services rendered.
- b. The Agency shall pay for claimed services when required documentation, as defined herein has been approved by the Agency.
- c. Any claims for payment submitted without supporting documentation shall not be considered and shall be rejected by the Agency.
- d. The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State funds for the purpose set forth in this Agreement. Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Agency shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Agency shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Agency be responsible for any actual or consequential damages as a result of termination.

6. INDEMNIFICATION:

- a. The County shall not be liable for any claim of negligence asserted against the Contractor, and the Contractor shall hold the County and the Agency harmless for any and all claims arising from the Contractor's service under this agreement including but not limited to, malpractice, negligence or willful misconduct. The Contractor agrees that it shall defend, indemnify and hold harmless the Agency and the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the Contractor and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Contractor or failure on the part of the Contractor to comply with any of the covenants, terms or conditions of this agreement.
- b. The Contractor agrees to make no claim for damages for delay occasioned by an act or omission of the County and Agency.

7. EXCLUSIVITY:

- a. Both the Agency and the Contractor retain the right to contract with other independent service providers for such services, which are the same or similar to those provided by the Contractor under the terms of this Agreement.
- b. The Contractor retains the right to provide services directly or indirectly through contracts with another agency as long as those services do not cause a conflict of interest or breach of confidentiality to occur.

8. CONTRACTOR STATUS:

- a. It is intended by both the Contractor and the Agency that the Contractor's status be that of an independent Contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the Contractor and the County. The Contractor shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- b. The Contractor agrees that at no time shall the Contractor indicate or represent that she is an employee of Oneida County or of the Oneida County Health Department.
- c. The Agency agrees not to withhold from the payments provided for services rendered for any State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). The Contractor will indemnify, defend and hold the Agency and the County harmless from all loss or liability incurred by the Agency and/or County as a result of the Agency and/or County not making such payments or withholdings.
- d. The Contractor understands, and represents to the County, that such insurance and tax payments are the sole responsibility of the Contractor.
- e. If the Internal Revenue Service or any other governmental agency questions or challenges the Consultant's independent Contractor status it is agreed that both the Agency and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- f. The Contractor represents and agrees to comply with the requirements of the Civil Rights Acts of 1964 as amended, the Age Discrimination Employment Act of 1973 as amended, Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended, by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60.
- g. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

9. SUBCONTRACT:

- a. The Contractor may not assign the Contractor's rights or obligations under this Agreement without the prior written consent of the Agency.

10. INSURANCE:

- a. The Contractor shall maintain general liability insurance and will provide the Agency with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor agrees to have the County and the Agency each named as "additional insured" on a primary, non-contributory basis as their interests may appear, on the general liability policy and to provide

the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore.

11. TERMINATION:

- a. This Agreement may be terminated at any time by either party giving to the other at least thirty (30) calendar days prior written notice of termination. However, in the event the Contractor defaults in the performance of any of the Contractor's obligation under this Agreement, the Agency may terminate the Agreement effective upon written notice served at any time upon the Contractor.
- b. Upon notice of termination, the Contractor shall immediately submit to the Agency all required documentation for services rendered up to the date of termination before a final reimbursement for services rendered can occur.
- c. Upon notice of termination, the Contractor shall immediately deliver to the County all records, reports, case files and any other documents which may be in their possession as a result of their services under this Agreement.

12. ENTIRE AGREEMENT:

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

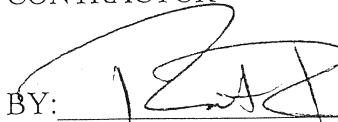
IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

ONEIDA COUNTY

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

DATE: _____

CONTRACTOR

BY:  _____
 Ronald A. Bunce, Executive Director
 Cornell Cooperative Extension of Oneida County

DATE: 10/30/14

APPROVED AS TO FORM ONLY

BY: _____
 Nichole M. Hinman, Esq.
 Assistant County Attorney

ADDENDUM

THIS ADDENDUM, entered into on this 10 day of October, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).
-

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (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 submited 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.

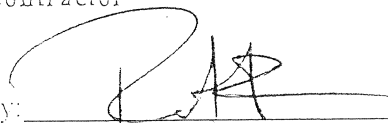
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears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

Contractor

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

By: 
Name: Ronald A. Bunce
Executive Director

Approved as to Form only

Oneida County Attorney

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



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

ADMINISTRATION

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

December 5, 2014

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

FN 20 14-404

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

The Oneida Herkimer Madison BOCES is applying for grant funding from the New York State Department of Health to fund a multi-sector effort to increase access to healthy food and opportunities for physical activities to reduce risk of obesity in high need communities and school districts.

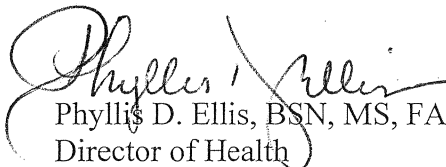
BOCES, as the lead applicant for this grant has approached Oneida County Health Department to participate as their Community Partner.

As the Community Partner, Oneida County Health Department will develop with BOCES a mutually agreeable contract for provision of the community component if grant is awarded to BOCES.

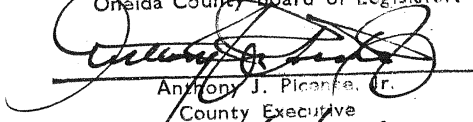
Once grant is received, the contract will be presented to the Board of Legislators for approval.

I respectfully request your submission to the Oneida County Board of Legislators for approval to partner in this very important health endeavor for the youth of Oneida County.

Sincerely,


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

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


Anthony J. Picente, Jr.
County Executive

Date 12/5/14

ry

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY:
2ND BY:

RE: RESOLUTION AUTHORIZING THE ONEIDA COUNTY HEALTH DEPARTMENT'S PARTNERSHIP WITH ONEIDA HERKIMER MADISON BOCES FOR BOCES' APPLICATION FOR A GRANT FROM THE STATE OF NEW YORK DEPARTMENT OF HEALTH

WHEREAS, the Oneida Herkimer Madison Boces (BOCES) is applying for funding from the New York State Department of Health to fund a coordinated, multi-sector effort to increase demand for and access to healthy food and opportunities for physical activities to reduce the risk of obesity in high-need communities and school districts.

WHEREAS, BOCES shall be the lead applicant on the request for such funding, and if awarded such funding, shall be the fiscal agent of the New York State Department of Health. The Oneida County Department of Health is not a co-applicant on this grant application.

WHEREAS, if BOCES is awarded the grant, it will receive a maximum award of \$250,000.00 per year over a five-year contract term.

WHEREAS, if BOCES is awarded the grant, it will work with the Oneida County Health Department to develop a mutually agreeable contract whereby the Oneida County Health Department will work to help create healthy schools and communities, including increased access to healthy, affordable foods and increased access to opportunities for physical activity.

WHEREAS, if BOCES is awarded the grant, two full-time coordinators should be hired; one will oversee the community efforts and the other will oversee the school district efforts. BOCES will hire one of the coordinators to oversee the school district efforts. BOCES will work with the Oneida County Health Department to develop a mutually agreeable contract that will include subcontracting the coordinator position to oversee the community efforts to the Oneida County Health Department. In such instance, any coordinator hired by the Oneida County Health Department would have his/her salary, fringe benefits, travel and media expenses covered by the contract price with BOCES.

WHEREAS, if BOCES is awarded the grant and desires to enter into a mutually agreeable contract with the Oneida County Health Department in regard to the provisions set forth herein, such contract would be sent to the Oneida County Board of Legislators for approval, now therefore, be it hereby

RESOLVED, that the Oneida County Board of Legislators authorizes the Oneida County Health Department to partner with BOCES for BOCES' application for a grant from the New York State Department of Health for funding for increased access to healthy foods and increased opportunities for physical activity in order to reduce the risk of obesity in communities and school districts and, be it further

RESOLVED, that any mutually agreeable contract entered into between BOCES and the Oneida County Health Department shall come before the Oneida County Board of Legislators for approval.

APPROVED:

DATED:

Adopted by the following v.v. vote:

AYES NAYS ABSENT



ONEIDA COUNTY BOARD OF LEGISLATORS

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

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

December 2, 2014

FN 20 14-405

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

HEALTH & HUMAN SERVICES

Honorable Members:

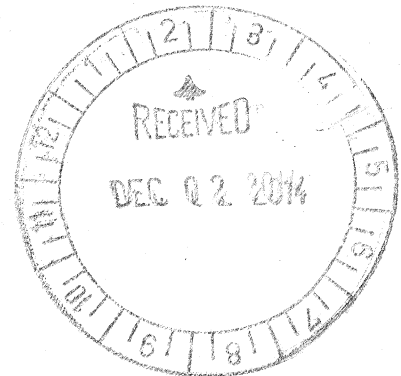
WAYS & MEANS

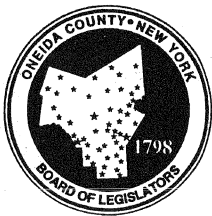
Attached is an amendment received from Legislator Paparella adding language to Local Law No. 5 of 2009 which would prohibit the use of E-cigarettes on County owned property or leased buildings and premises.

I hereby forward the proposal to you for your consideration.

Respectfully submitted,

Gerald J. Fiorini
Chairman of the Board





ONEIDA COUNTY BOARD OF LEGISLATORS

Emil R. Paparella

613 Locust Dr.

Utica, New York 13502

December 1, 2014

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

Re: E-Cigarettes

Dear Chairman Fiorini,

On April 25, 2014, I sent you a letter proposing an amendment to Local Law 5 of 2009 to prohibit electronic cigarettes, pipes and any other device that imitates real smoking. Also at that time I asked to have the County Attorney draft the proper language to amend Local Law 5 of 2009.

Please find attached a copy of the amendments to Local Law 5 of 2009 made by the County Attorney that prohibits the use of electronic cigarettes on County owned or leased buildings and premises to prevent the potential negative health effects of the use of nicotine-based devices.

I ask that you please consider putting forth this amendment to Local Law 5 of 2009.

Thanking you in advance, I remain

Sincerely yours,

Emil Paparella
Oneida County Legislator (R-23)

INTRODUCTORY
NO. ____

F.N. 2014-__

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. ____

INTRODUCED BY: _____

2ND BY: _____

**RE: LOCAL LAW INTRODUCTORY “_” AMENDING LOCAL LAW NO. 5
OF 2009 PROHIBITING THE USE OF TOBACCO PRODUCTS ON
COUNTY OWNED OR LEASED BUILDINGS AND PREMISES**

Legislative Intent: To prohibit the use of electronic cigarettes on County owned or leased buildings and premises to prevent the potential negative health effects of the use of nicotine-based devices, in addition to the prohibition of the use of tobacco products on County properties.

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

That sections _____, _____, and _____ of Local Law No. 5 of 2009 shall be amended by the deletion of all matters that are in ~~striketrough~~ and the addition of all matters in double underlined as set forth below, and the amended law, in its entirety, shall now read as set forth below:

1. For the purposes of applying this local law, the term “smoking” shall be as defined in New York State Public Health Law section 1399 (n) (11), to wit, burning of a lighted cigar, cigarette, pipe or any other matter or substance which contains tobacco.
2. For the purposes of applying this local law, the term “tobacco products” shall be as defined in New York State Public Health Law section 1399 (aa) (5), to wit, one or more cigarettes or cigars, bidis, chewing tobacco, powdered tobacco or any other tobacco products.
3. For the purposes of applying this local law, the term “electronic cigarette” shall be defined as any electronic device composed of a mouthpiece, heating element, battery and electronic circuits that provides a vapor of liquid nicotine and/or other substances mixed with propylene glycol to the user as he or she simulates smoking. This term shall include such devices whether they are manufactured as e-cigarettes, e-cigars, e-pipes, personal vaporizer, electronic nicotine delivery system, or under any other product name.

3. ~~4.~~ That smoking, ~~and the use of tobacco products,~~ and the use of electronic cigarettes in or on Oneida County owned or leased buildings or premises is hereby banned and prohibited except in areas which have been clearly designated for smoking, ~~or use of tobacco products,~~ and use of electronic cigarettes by the Oneida County Executive.
4. ~~5.~~ Any person violating this local law shall be subject to a written notice of violation and warning. Thereafter, a monetary civil penalty for each violation shall be imposed using the graduated fine schedule as currently provided for and set forth in the Oneida County Clean Indoor Air Act Enforcement policy.
5. ~~6.~~ The Oneida County ~~Department of Health~~ Department is hereby designated as the enforcement officer to determine, after conducting a hearing thereon, whether a violation of this local law has occurred.
6. ~~7.~~ The Oneida County Health Department may, in its discretion, transfer its authority to act as enforcement officer to an agent or agents of the County to act in the Department's stead.
7. ~~8.~~ Any person aggrieved by the determination of an enforcement officer shall have the right to appeal such determination to the Director of Health within thirty days of the date of such determination.
8. ~~9.~~ Such enforcement officer shall have the authority to bring civil action to recover any penalty provided for in this local law after the determination of an appeal in favor of the County, if any, as provided for in New York State Public Health Law section 1399 (u).

This Local Law shall take effect in accordance with Section 20, 21 and 27 of the Municipal Home Rule Law.

APPROVED: Public Health Committee (_____)
 Courts, Laws and Rules Committee (_____)
 Ways & Means Committee (_____)

DATED: _____

Adopted by the following roll call vote:
 AYES __ NAYS __ ABSENT __



**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

MEMORANDUM

TO: Mike Billard
Clerk of the Oneida County Board of Legislators

FN 20 14-406

FROM: Steven P. Devan, P.E.
Commissioner

READ & FILED

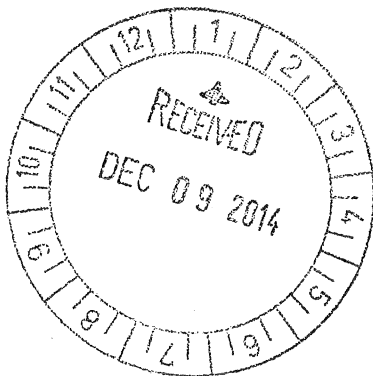
SUBJECT: Filing of Engineering Report
Phase 5B – SCPS Upgrades and New Forcemain Upgrades
Phase 6C – WPCP Solids Handling Upgrades (Digesters) Construction
CWSRF No. C6-6070-08-04

All on file
in Clerk's
Office

DATE: December 9, 2014

Attached is the engineering report for Phase 5B, SCPS Upgrades and New Forcemain Upgrades and Phase 6C, WPCP Solids Handling Upgrades (Digesters) Construction. I am required to file this report with you pursuant to Section 268 of the County Law.

Thank you for your cooperation in this matter. Please feel free to contact me if you have any questions.



**PRELIMINARY ENGINEERING REPORT
IN SUPPORT OF PROJECT FINANCING**

SANITARY SEWER OVERFLOW MITIGATION PROGRAM

**PHASE 5B –SAUQUOIT CREEK PUMP STATION AND
NEW FORCEMAIN UPGRADES – CONSTRUCTION**

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

CWSRF PROJECT NUMBER

C6-6070-08-04

Prepared for

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

Steven P. Devan, P.E., Commissioner

51 Leland Avenue

Utica, NY 13502

Project No. 21031.50620

December 8, 2014

Prepared by



Utica, NY



Cazenovia, NY



Syracuse, NY

PRELIMINARY ENGINEERING REPORT
IN SUPPORT OF PROJECT FINANCING

SANITARY SEWER OVERFLOW MITIGATION PROGRAM

PHASE 5B –SAUQUOIT CREEK PUMP STATION AND NEW FORCEMAIN UPGRADES –
CONSTRUCTION

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

CWSRF PROJECT NO. C6-6070-08-04

Prepared for

Oneida County Department of Water Quality
& Water Pollution Control

Project No. 21031.50620

December 8, 2014

Prepared by

O'BRIEN AND GERE ENGINEERS
101 FIRST STREET, 4TH FLOOR
UTICA, NY 13501



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

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TABLES

Table No.

1-1	ONEIDA COUNTY SEWER DISTRICT
2-1	PROJECT PHASING

FIGURES

Figure No.

1.1	LOCATION PLAN
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1.0 INTRODUCTION

1.1 HISTORICAL BACKGROUND

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

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

1.2 CONSENT ORDER

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

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

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

- Upgrades to the Water Pollution Control Plant

Additionally, several programmatic elements including Capacity, Management, Operations and Maintenance (CMOM) and private property inflow/infiltration (I/I) reduction programs are also required by the Consent Order.

1.3 CITY OF UTICA – LONG TERM CONTROL PLAN

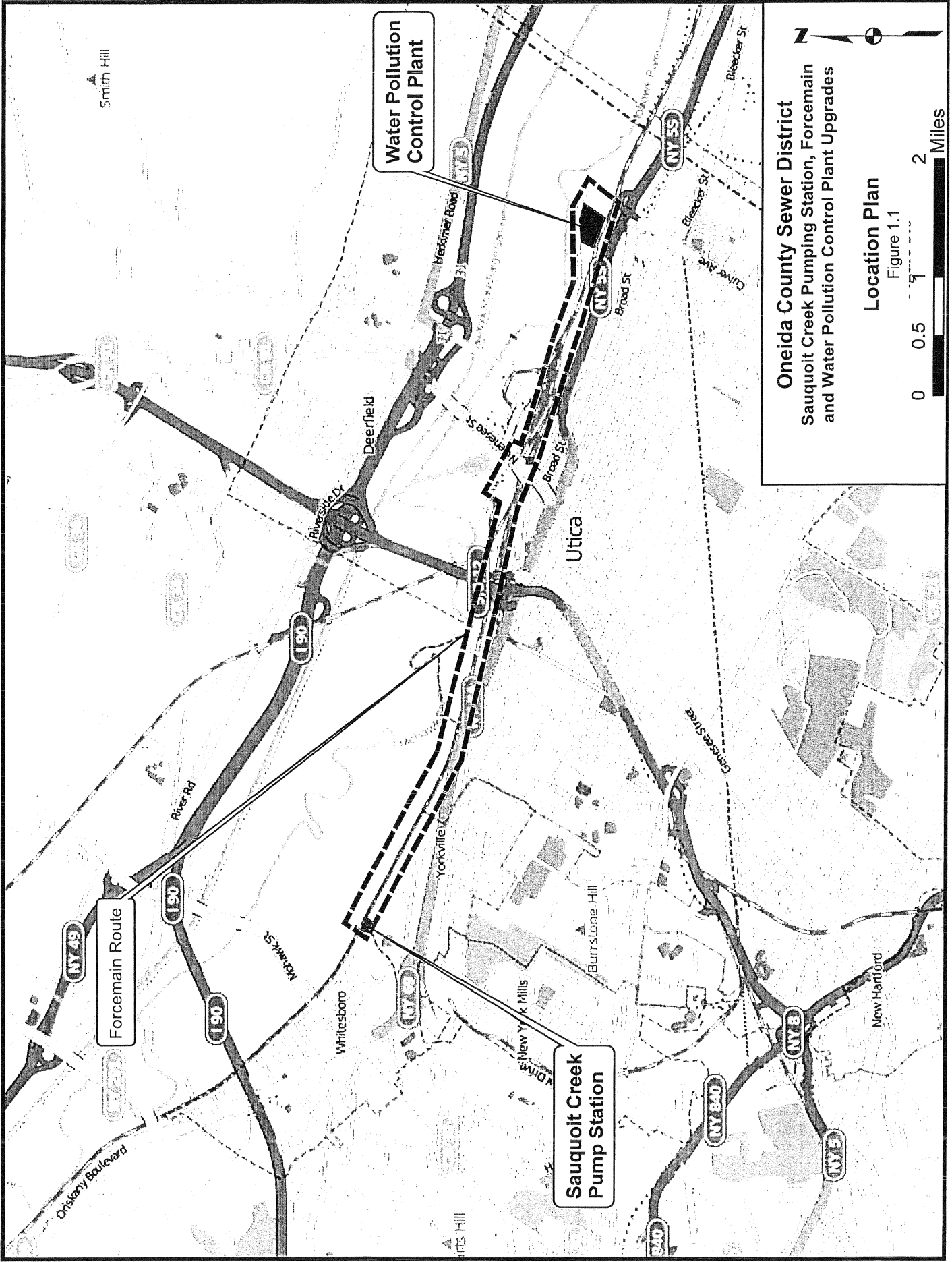
The City of Utica (Utica) owns and operates a combined (sanitary and stormwater) sewer system (CSS) which discharges to the Oneida County WPCP. Relief points, or Combined Sewer Overflows (CSO's), are provided throughout the CSS to divert excess flow to adjacent storm sewers, directly to local creeks,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

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

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

1.4 REPORT PURPOSE

The County is seeking \$117 million in CWSRF financing for the construction of the proposed upgrades to the Sauquoit Creek Pump Station and new forcemain system, as well as construction of the additional upgrades to the solids handling facilities (anaerobic digesters and cogeneration) at the WPCP. Refer to Figure 1.1, Location Plan. Preparation of this report supports the County's Clean Water State Revolving Fund application (CWSRF No. C6-6070-08-04) associated with these construction projects.



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

Location Plan
 Figure 1.1

0 0.5 1 2 Miles

2.0 PROPOSED CAPITAL PROJECT PROGRAMS IN SUPPORT OF SSO MITIGATION

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

Sanitary Sewer Collection System Rehabilitation: The cause of the SSOs from the SCPS is excess infiltration and inflow (I/I) entering the tributary sanitary sewer collection system through a variety of defects including direct surface water inflow, leaking pipe joints, broken pipe, deteriorated and defective manholes, defective private property sewer laterals, and private property sump pump and roof leader connections to the sanitary sewers. The District and municipal sanitary sewer collection and conveyance systems require rehabilitation in order to improve structural integrity and to remove the maximum amount of I/I in the most cost-effective manner. Work will include manhole rehabilitation, sanitary sewer rehabilitation (cured-in-place liners, grouting, slip lining, etc.), removal of sump pumps and other possible private I/I sources, sanitary sewer replacement/reconstruction, and stormwater sewer system construction and rehabilitation projects designed to remove stormwater from the sanitary sewer system. Financing obtained through CWSRF No. C6-6070-08-00 is currently being used to fund engineering services and various rehabilitation construction contracts in the District and municipal sanitary sewer collection systems. Below is a list projects funded through this financing:

Contract ID	Title	Status
2	Mainline Sewer Rehabilitation Phase 1	Completed - 2013
3	Manhole Rehabilitation	Completed - 2013
4	Clinton Street Sewer Separation	Completed - 2012
5	Sewer Repairs and Rehabilitation	Completed - 2014
6	Mainline Sewer Rehabilitation Phase 2	On going
7	Mainline Sewer Rehabilitation Phase 3	On going
8	Mainline Sewer Rehabilitation Phase 4	Bid – January 2015

The County intends to issue additional sewer rehabilitation construction contracts, funded by the current financing, through 2016. Additional financing will be required at that time in order to further fund any identified rehabilitation projects.

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

Upgrades include modifications to the SCPS (screens, electrical, emergency generator, etc...) and a parallel forcemain system from the SCPS to the WPCP. Increasing the capacity of the SCPS has been coordinated with capacity upgrades at the WPCP. Design is expected to be complete by January 2015, with the cost of design financed through CWSRF No. C6-6070-08-02. Bidding and construction is tied to financing that the County will secure through CWSRF No. C6-6070-08-04.

Water Pollution Control Plant Upgrades: The County is advancing the design of upgrades to the WPCP based on the August 2012 detailed engineering evaluation of the WPCP, with the goal of designing the most reasonable and cost effective alternative for increasing peak wet weather capacity. It is anticipated that the major capital construction at the WPCP will begin in 2015.

The upgrades at the WPCP are being designed around the "split flow" concept, developed in the 2012 "WPCP and SCPS Evaluation". This concept, whereby peak wet weather combined sewer flows are treated at the WPCP in a separate train, as will be sanitary flows, will reduce annual CSO volume from the City of Utica. Major construction will include:

- A new sanitary pump station/screen facility

- Refurbishment of the existing raw waste pump station/screen facility for combined sewer flows
- New grit removal for all flows
- New primary clarifiers, with separate trains for combined vs. sanitary flows
- New high rate disinfection for wet weather combined sewer flows only
- Improvements to the existing secondary treatment process (aeration, final clarifiers)
- “Physical Condition” upgrades to improve the existing buildings, tanks, and WPCP site
- New electrical distribution equipment and expanded emergency power capacity
- Upgrades to the existing solids handling system, including new thickening and dewatering equipment, new anaerobic digesters, septage receiving facilities, and standby post-lime stabilization facilities

2.1 PROJECT PHASING

The overall Consent Order compliance program is large in scope and magnitude. Phasing is required in order to implement the work in a reasonable and cost effective manner. The following represents the project’s current phasing plan and estimated budgets, as included in the DRAFT 2015 CWSRF Intended Use Plan:

TABLE 2-1: PROJECT PHASING			
PHASE	CWSRF PROJECT NO.	DESCRIPTION	CWSRF ESTIMATED AMOUNT
1 & 2A	C6-6070-08-00	Sanitary Sewer Collection System – Manhole Rehabilitation	\$25,800,000 Annual List (Short Term financing awarded)
2B & 3	C6-6070-08-01	Sanitary Sewer Collection System – Sewer Rehabilitation/Replacement	\$59,500,000 Multi-Year List
5A	C6-6070-08-02	Sanitary Sewer Collection System – Forcemain & Sauquoit Creek Pump Station Upgrades – Design & Permitting	\$3,000,000 Annual List (Short Term financing awarded)
4	C6-6070-08-03	Private Property I/I Reduction	\$9,520,000 Multi-Year List
5B & 6C	C6-6070-08-04	Sauquoit Creek Pump Station and Force Main Upgrades & Water Pollution Control Plant Upgrades (Construction of Solids Handling Upgrades not covered in Phase 6B, Construction of portions of the “Physical Condition” Upgrades)	\$117,000,000 Annual List
6A & 6D	C6-6070-08-05	Construction of the remainder of the Water Pollution	\$94,600,000

		Control Plant Upgrades not covered in Phases 5B, 6B, and 6C.	Annual List
6B	C6-6070-08-06	Water Pollution Control Plant Upgrades – Design Phase Services, Construction of Select Solids Handling Upgrades Phases)	\$35,000,000 Annual List (Short Term financing awarded)

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

3.0 PROJECT DESCRIPTION

3.1 PHASE 5B – SAUQUOIT CREEK PUMP STATION UPGRADES AND DUAL FORCEMAIN – CONSTRUCTION (CWSRF PROJECT NO. C6-6070-08-04)

- Upgrades to the Sauquoit Creek Pumping Station including:
 - New screening building with new screens, washer compactors, and isolation gates
 - New emergency generator facility
 - Upgrades at the existing pump station electrical, control, and HVAC equipment
 - Access roadway improvements
- New dual forcemain extending from the Sauquoit Creek Pumping Station to the WPCP, including flow meters, control vaults, and cleanout stations.
- New split flow structure at the WPCP and required piping and valves to distribute partial flow to the aeration tanks and the remaining flow to the WPCP grit facilities.

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

- Return and Waste Activated Pump Station Improvements
- Thickening and dewatering upgrades
- Construction of new post-lime stabilization facility
- Minor upgrades to existing incinerators for compliance with new federal emissions standards

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

- Construction of new anaerobic digesters (2 primary egg-shaped digesters, 1 secondary digester) and support equipment (pumps, piping, heat exchangers, boilers, etc.)
- New digester gas cleaning and energy recovery systems (microturbines)
- “Physical Condition Upgrades” at the RAS pump station, thickener complex, and Administration/Solids Handling building

3.4 PHASED FINANCING APPROACH

The design of the planned upgrades for the SCPS and WPCP (Solids Handling) has been financed by NYSEFC under CWSRF Project Nos. C6-6070-08-02 and C6-6070-08-06, respectively. The cost for construction of these upgrades is currently listed in the 2015 CWSRF Intended Use Plan as follows:

- Phases 5B and 6C – SCPS Upgrades and New Forcemain Upgrades and WPCP Solids Handling Upgrades (Digesters) – Construction –CWSRF No. C6-6070-08-04 (Annual List)

The purpose of this approach has been two-fold. First, the design and regulatory approval process of the entire proposed upgrades has taken upwards of two years to complete before the approvals are ready to be obtained. Second, short-term CWSRF financing generally has a three-year term before a closing on long-term financing is required. The multi-phased financing approach allows for design to proceed under financing separately from construction financing, which provides additional time to complete the overall project within the financing timelines.

3.5 CONSTRUCTION PHASE ENGINEERING SERVICES

Engineering services for the construction of the SCPS and dual forcemain and the WPCP solids handling upgrades component of this project will generally include engineering support from the design team, construction administration, and construction observation.

4.0 ENVIRONMENTAL REVIEW

A review of the State Environmental Quality Review (SEQR) requirements for design projects has been conducted.

A review of NYCRR Part 617 – State Environmental Quality Review has identified work of this type as being a Type II Action. Specifically, it is noted that this type of work meets the following thresholds as taken directly from sub-Part 617.5 – Type II Actions:

“(c) The following actions are not subject to review under this Part:

(29) civil or criminal enforcement proceedings, whether administrative or judicial, including a particular course of action specifically required to be undertaken pursuant to a judgment or order, or the exercise of prosecutorial discretion;”

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

5.0 PROJECT SCHEDULE AND BUDGET ESTIMATE

The following represents the tentative project schedule and budget estimate for Phase 5B and 6C as listed on the Category B Annual List for the 2015 Draft Clean Water SRF Intended Use Plan:

Project Schedule

CSWRF Project No. C6-6070-08-04: Phase 5B and Phase 6C – Sauquoit Creek Pump Station and New Forcemain and WPCP Solids Handling Upgrades – Construction

<u>Description</u>	<u>Estimated Start/End Dates</u>
• Engineering and design – SCPS/FM and Solids Handling Upgrades	April 2013 – January 2015
• NYSDEC/NYSEFC Review – SCPS/FM and Solids Handling Design Upgrades	February 2015 - March 2015
• Bid/Award Construction – SCPS/FM	June 2015 - August 2015
• Bid/Award Solids Handling Upgrades	July 2015 - September 2015
• Construction Start – SCPS/FM and Solids Handling Upgrades	October 2015
• Construction Complete	
○ SCPS Upgrades and Second Forcemain	May 2017
○ Solids Handling Facility Upgrades	December 2017

Project Budget Estimate - CSWRF Project No. C6-6070-08-04: Phase 5B and Phase 6C – SCPS/FM and WPCP Solids Handling Upgrades:

Estimated Project Cost

A.	Construction	
	1. SCPS/FM	\$ 55,000,000
	2. Solids Handling and Incinerator Upgrades, and physical condition upgrades in solids handling areas of the WPCP	\$ 46,000,000
B.	Engineering	
	1. Construction (Both Phases)	\$ 3,700,000
	Construction Administration	
	Construction Observation	
C.	Special Inspections	\$ 100,000
D.	Legal/Fiscal Services	\$ 128,000
	Subtotal	\$ 104,928,000
	Contingencies	\$ 9,959,065
	Issuance Costs	\$ 2,113,935
	TOTAL	\$ 117,000,000

Estimated User Charge

Estimated Annual Debt Service Payment (30 yr.@2.0%)	\$ 5,190,000
Estimated Annual Usage ⁽¹⁾ within Debt Service Area (1,000 gal.)	3,235,536
Estimated Annual \$/1,000 gal.	\$ 1.60
Estimated Debt Service Charge ⁽²⁾	
- Single-Family Home	\$115/yr. (18,000 gal/qtr.)
- Two-Family Home	\$173/yr. (27,000 gal/qtr.)

Notes

⁽¹⁾ Usage based on projected 2012 sewer usage (gallons) within the Oneida County Sewer District.

⁽²⁾ Debt service to be paid by customers within the Oneida County Sewer District.



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

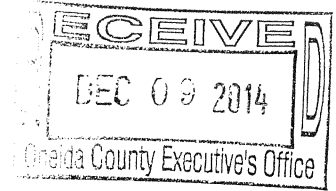
Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

December 8, 2014

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

FN 20 14-407
PUBLIC WORKS
WAYS & MEANS



Re: Public Hearing
Phase 5B – SCPS Upgrades and New Forcemain Upgrades
Phase 6C – WPCP Solids Handling Upgrades (Digesters) Construction
CWSRF No. C6-6070-08-04

Dear County Executive Picente:

The Department of Water Quality and Water Pollution Control is in the process of preparing the necessary documents to secure funding for the capital projects listed above.

Article 5-A, Section 268 of the County Law requires, among other things, that a public hearing be held by the Board of Legislators to consider the improvements that will be made by the capital project in question. This public hearing is required before the Board can consider a bonding resolution for the project. The Board must pass the attached resolution establishing the public hearing to continue the funding process.

The estimated annual cost of the project to a typical property owner is \$115 for a single family home and \$173 for a two family home.

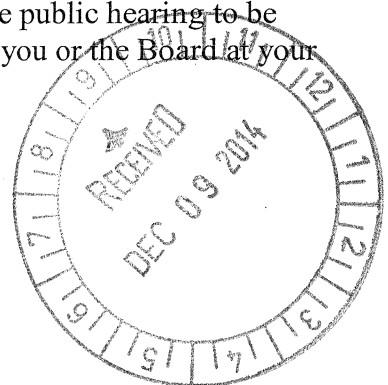
I would appreciate consideration of this request by you and Board of Legislators so that the legislation could be acted upon during the December 23rd meeting. This would allow the public hearing to be held prior to the Board meeting on January 14th. I am available to meet with you or the Board at your convenience to discuss this request and explain the project 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: Brian D. Miller, Chairman-DPW Committee
Joseph J. Timpano, Comptroller



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

Anthony J. Picente, Jr.
County Executive

Date 12/9/14



ORRICK

December 8, 2014

VIA E-MAIL (jtimpano@ocgov.net)

Mr. Joseph J. Timpano
County Comptroller
County of Oneida
County Office Building
800 Park Avenue
Utica, NY 13501

Re: County of Oneida, New York
Oneida County Sewer District-Sewer Overflow Mitigation Program
Orrick File: To Be Assigned

Dear Joe:

In accordance with your request, I have drafted and enclose herewith the form of resolution calling for the public hearing. Notice of such hearing must be published at least ten days prior to the date of the hearing. Please let me know if the cost will be allocated to only a portion of the District. If this is the case, we will have to indicate the zone or zones to which such costs will be allocated.

When available, we look forward to being provided with the following:

1. A certified copy of the enclosed resolution calling for the public hearing.
2. An affidavit of publication of the notice of public hearing.

With best wishes,

Very truly yours,

Tom

Thomas E. Myers

/es

cc: Ms. Sheryl Brown (sbrown@ocgov.net)
Mr. John C. Shehadi (jshehadi@fiscaladvisors.com)
Mr. Steve Devan (sdevan@ocgov.net)
Mr. Karl Schrantz (karl.schrantz@obg.com)

ORRICK, HERRINGTON & SUTCLIFFE LLP
51 WEST 52ND STREET
NEW YORK, NY 10019-6142

tel 212-506-5000
fax 212-506-5151

WWW.ORRICK.COM

Thomas E. Myers
(212) 506-5212
tmyers@orrick.com

Motion Made By _____

RESOLUTION NO. _____

A RESOLUTION CALLING A PUBLIC HEARING FOR THE PURPOSE OF
CONSIDERING PROPOSED IMPROVEMENTS FOR THE ONEIDA
COUNTY SEWER DISTRICT

WHEREAS, it is proposed that the County establish improvements to the Oneida County Sewer District to fix various problems concerned with the wet weather overflows from the Sauquoit Creek Pumping Station in order to comply with a Consent Order issued by the State of New York Department of Environmental Conservation; and

WHEREAS, it is now proposed to authorize (i) upgrades to the Sauquoit Creek Pump Station and new forcemain system, and (ii) upgrades to the solids handling facilities at the Water Pollution Control Plant, at a maximum estimated cost of \$117,000,000; and

WHEREAS, it is now desired to call a public hearing thereon; now therefore, BE IT

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

Section 1. A meeting of the County Legislature, the County of Oneida, New York, to be held at the County Office Building, in Utica, New York, in said County, on the 14th day of January, 2015, at _____ o'clock P.M., prevailing time, for the purpose of conducting a Public Hearing upon the aforesaid matter. The Clerk of said County Legislature is hereby authorized and directed to cause a notice of such public hearing to be published and posted in the manner provided by law.

Section 2. The Clerk of the Legislature is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in the official newspaper not less than ten, nor more than twenty, days before the date designated for the hearing.

Section 3. The notice of public hearing shall be in substantially the following form:

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the County Legislature of the County of Oneida, New York, will meet at the County Office Building, in Utica, New York, in Oneida, New York, on January 14, 2015, at ____ o'clock __.M., Prevailing Time, for the purpose of conducting a public hearing in relation to the proposed increase and improvement of the facilities of the Oneida County Sewer District in said County, consisting of (i) upgrades to the Sauquoit Creek Pump Station and new forcemain system, and (ii) upgrades to the solids handling facilities at the Water Pollution Control Plant, as part of improvements necessary to address sanitary sewer overflow problems all in connection with a Consent Order with the New York State Department of Environmental Conservation. The maximum estimated cost thereof is \$117,000,000. The estimated annual cost to the typical property owner in said Sewer District as a result thereof is \$115 for a single family home and \$173 for a two family home.

Dated: Utica, New York,

_____, 2014.

BY ORDER OF THE COUNTY
LEGISLATURE OF THE COUNTY
OF ONEIDA, NEW YORK

Clerk, County Legislature

Section 4. This resolution shall take effect immediately.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

CERTIFICATION FORM

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

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

- 1) That a meeting of the Issuer was duly called, held and conducted on the 23rd day of December, 2014.
- 2) That such meeting was a **special regular** (circle one) meeting.
- 3) That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
- 4) That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
- 5) That all members of the Board of the Issuer had due notice of said meeting.
- 6) That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
- 7) That notice of said meeting (*the meeting at which the proceeding was adopted*) was caused to be given **PRIOR THERETO** in the following manner:

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Legislature this _____ day of December, 2014.

(CORPORATE SEAL)

Clerk, County Legislature

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

DENNIS S. DAVIS
COMMISSIONER



DIVISIONS:
BUILDINGS & GROUNDS
ENGINEERING
HIGHWAYS, BRIDGES & STRUCTURES
REFORESTATION

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

November 18, 2014

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

FN 20 14-408

PUBLIC WORKS WAYS & MEANS

Dear County Executive Picente,

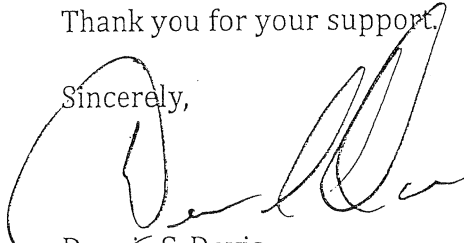
Oneida County has developed a plan to provide additional and much needed parking adjacent to the Oneida County Office Building. This plan includes acquisition and redevelopment of property located at 232 Elizabeth St., 250 Elizabeth St., and 602 John St. The 2013 Oneida County Capital Budget includes funding in Capital Project H-402 for redevelopment of existing parking lots and above mentioned properties.

On September 25, 2014 the Oneida County Board of Acquisition and Contract accepted a proposal from MARCH Associates, Architects and Planners, P.C., for \$264,000.00 to provide required professional consulting and construction management services.

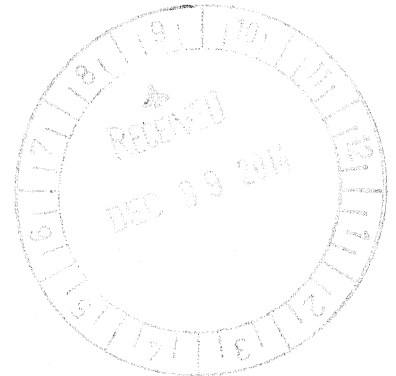
If acceptable, please forward the enclosed agreement for the aforementioned services to the Oneida County Board of Legislators for consideration.

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 12/9/14

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: MARCH Associates, Architects and Planners, P.C.
258 Genesee St.
Utica, NY 13502

Title of Activity or Service: Professional Consulting Services

Proposed Dates of Operation: Start on Contract Execution – 12/31/2015

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Oneida County has developed a plan to provide additional and much needed parking adjacent to the Oneida County Office Building. This plan includes acquisition and redevelopment of property located at 232 Elizabeth St., 250 Elizabeth St., and 602 John St. The 2013 Oneida County Capital Budget includes funding in Capital Project H-402 for redevelopment of existing parking lots and above mentioned properties.

On September 25, 2014 the Oneida County Board of Acquisition and Contract accepted a proposal from MARCH Associates, Architects and Planners, P.C., for \$264,000.00 to provide required professional consulting and construction management services.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$264,000.00 Account #: H-402

Oneida County Dept. Funding Recommendation: \$264,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): \$264,000.00 County

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None



AIA[®]

Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year Two Thousand Fourteen

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

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

Oneida County

800 Park Ave.

Utica, NY 13501

Telephone Number: (315) 793-6236

Fax Number: (315) 768-6299

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:

(Name, legal status, address and other information)

MARCH Associates, Architects and Planners, P.C.

258 Genesee St., Suite 300

Utica, NY 13502

Telephone Number: 315-733-3344

Fax Number: 315-733-3331

for the following Project:

(Name, location and detailed description)

Oneida Count Office Building Parking Lot Expansion

800 Park Ave.

Utica, NY 13501

The Owner and Architect agree as follows.

Init.

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User Notes:

(1398437232)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

March 02, 2015

- .2 Substantial Completion date:

November 27, 2015

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

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

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

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

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

General Liability insurance shall be provided in accordance with Exhibit A and Exhibit B. In the case of a discrepancy or conflict, the more restrictive requirement shall govern.

.2 Automobile Liability

Automotive Liability insurance shall be provided in accordance with Exhibit A and Exhibit B. In the case of a discrepancy or conflict, the more restrictive requirement shall govern.

.3 Workers' Compensation

Workers Compensation insurance shall be provided in accordance with Exhibit A and Exhibit B and/or as required by New York State Law. In the case of a discrepancy or conflict, the more restrictive requirement shall govern.

.4 Professional Liability

Architect shall provide Professional Liability Insurance and Errors and Omissions insurance coverage in accordance with Exhibit A and Exhibit B. In the case of a discrepancy or conflict, the more restrictive requirement shall govern.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of

Init.

the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

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

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

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

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

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

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

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

Init.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

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

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

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

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

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

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

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

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

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

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

§ 3.5.2 COMPETITIVE BIDDING

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

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

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;

Init.

- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

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

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

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

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

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Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

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

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

§ 3.6.4 SUBMITTALS

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop

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Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 ADDITIONAL SERVICES

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

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Not Provided	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building Information Modeling (B202™-2008) information modeling	Not Provided	
§ 4.1.7 Civil engineering	Not Provided	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Architect	Exhibit A
§ 4.1.12 On-site project representation	Architect	Exhibit A
§ 4.1.12 On-site Project Representation (B207™-2008)		
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Architect	Exhibit A
§ 4.1.15 As-Constructed Record drawings	Architect	Exhibit A
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2012) (B214™-2007)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Exhibit A – Initial Information

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

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- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twelve (12) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request

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from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

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

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

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

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

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

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

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

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

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

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

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

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and

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filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

§ 8.3 ARBITRATION

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

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

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

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

§ 8.3.4 CONSOLIDATION OR JOINDER

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

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, provided such suspension is not the fault of the Architect, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

Init.

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

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

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

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

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall comply with the provisions of New York State Public Officers Law with regard to the designation of information as "confidential" or "business proprietary".

ARTICLE 11 COMPENSATION

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

(Insert amount of, or basis for, compensation.)

Basic Services (Article 3) and Additional Services (Article 4): Lump Sum Fee of \$137,000.00

On-Site Project Representation: Not-To-Exceed Lump Sum Fee of \$122,000.00

Billed at a rate of:	Project Manager	\$83.00.00/hour straight time (1,3)
	Resident Engineer	\$83.00/hour straight time (1,3)
	Project Manager	\$112.00/hour over time (2,3)
	Resident Engineer	\$112.00/hour over time (2,3)

1. Straight time rate applies to actual hours worked up to, and including 40 hours per week, per person.
2. Overtime rate applies to actual hours worked in excess of 40 hours per week, per person.
3. Hourly billing rates include all materials and equipment necessary to effectively carry out the duties of an inspector. Owner will be billed for actual on-site inspection time, document review, and processing time. There shall be no additional compensation for personal vehicle, travel, gas, mileage, cell phone use, document reproduction, mailings, and etcetera.

Design and Construction Phase Contingency: Not-To-Exceed Lump Sum Fee of \$5,000.00

Reimbursable Expenses associated with Basic Services (Article 3) and Additional Services (Article 4):

None (\$0.00)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

Init.

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Payment for additional services identified in Article 4 shall be included in Lump Sum Fee for Basic Services (Article 3) and Additional Services (Article 4) described in Section 11.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Exhibit C shall be used to calculate compensation for services performed, compensation for out-of-scope services, and credits to Oneida County for services not performed that are included in the original scope of work.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Five percent (5.00 %), or as otherwise stated below:

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

Schematic Design Phase	<u>Fifteen</u>	percent (<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (<u>20</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (<u>40</u>	%)
Bidding or Negotiation Phase	<u>Five</u>	percent (<u>5</u>	%)
Construction Phase	<u>Fifteen</u>	percent (<u>15</u>	%)
As-Constructed Record Drawings	<u>Five</u>	percent (<u>5</u>	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

Exhibit C

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;

- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Zero (\$0.00)

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.50 % per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Exhibit A

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

- 3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A - Initial Information
Exhibit B - Insurance Requirements
Exhibit C - Hourly Rate Schedule
Exhibit D - Standard Contract Clauses
AIA Document B207-2008

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

OWNER

(Signature)

Anthony J. Picente Jr.
Oneida County Executive

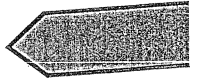
(Printed name and title)

ARCHITECT

(Signature)

Christopher J. Crolius
Principal

(Printed name and title)



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mark E. Laramie, PE, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 10:42:20 on 11/10/2014 under Order No. 6009588983_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)



Document B207™ – 2008

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

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

Oneida County Office Building Parking Lot Expansion
800 Park Ave.
Utica, NY 13501

THE OWNER:
(Name, legal status and address)

Oneida County
800 Park Ave.
Utica, NY 13501

THE ARCHITECT:
(Name, legal status and address)

MARCH Associates, Architects & Planners, P.C.
258 Genesee Street
Utica, NY 13502

THE AGREEMENT

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the First day of October in the year Two Thousand Fourteen.
(In words, indicate day, month, and year.)

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.
(List below information, including conditions or assumptions that will affect the Architect's performance.)

Exhibit A attached to Owner-Architect Agreement dated _____, 2014.

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

This document must be used with an owner-architect agreement where the architect provides construction administration services.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with G802™-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

init.

ARTICLE 2 ON-SITE PROJECT REPRESENTATION SERVICES

§ 2.1 The Architect shall provide One (1) representative(s) at the Project site to assist in carrying out the Architect's construction phase services identified in the Agreement.

§ 2.2 The Architect's representative(s) shall perform services in accordance with the standard of care set forth in the Agreement, or if none is set forth, in accordance with applicable law. In performing services, the Architect's representative(s) shall not exceed the authority of the Architect as set forth in the Agreement.

§ 2.3 The Architect's representative(s) shall be located at the Project site in accordance with the following schedule:
(Insert the days per week, hours per day, schedule duration, and other relevant information.)

Full-Time (8 hrs./day, 5 days/week) during construction phase.

Part-Time as directed by Owner during project close-out.

Work hours may be outside normal working hours during all phases.

§ 2.4 In addition to the Architect's construction phase services identified in the Agreement, the Architect's representative(s) shall perform the services set forth in this Section 2.4.

§ 2.4.1 The Architect's representative(s) shall monitor the Contractor's construction schedule and alert the Owner to conditions that may affect the Contractor's ability to complete the work in accordance with the schedule.

§ 2.4.2 The Architect's representative(s) shall attend the job site meetings listed below and prepare and distribute a written report to the Owner on the proceedings:

Weekly throughout project startup and then biweekly or as requested by Oneida County

§ 2.4.3 The Architect's representative(s) shall observe the systems and equipment testing required in the Specifications and report test results to the Owner.

§ 2.4.4 The Architect's representative(s) shall maintain records at the Project site in an orderly manner. These records may include correspondence, Contract Documents, Change Orders, Construction Change Directives, reports of site meetings, Shop Drawings, Product Data and similar submittals; supplementary drawings, and Applications for Payment; and names, addresses and telephone numbers of the Contractor, Subcontractors, Owner's separate contractors, and principal material suppliers.

§ 2.4.5 The Architect's representative(s) shall review the Contractor's on-site copy of the Drawings, Specifications, addenda, Change Orders and other modifications at intervals appropriate to the stage of construction and notify the Owner of any apparent failure by the Contractor to maintain up-to-date records.

§ 2.4.6 The Architect's representative(s) shall maintain a log of activities at the Project site, including weather conditions, nature and location of Work being performed, verbal instructions and interpretations given to the Contractor, and specific observations.

ARTICLE 3 ADDITIONAL SERVICES

The Architect shall provide On-Site Project Representation Services in addition to those set forth in Article 2 as Additional Services.

ARTICLE 4 OWNER'S RESPONSIBILITIES

The Owner shall provide an on-site office for use by the Architect's representative(s), including utilities, heating, air conditioning and ventilation. The Owner shall provide furnishings and office equipment as follows:

(List furniture, computers, fax machines, etc.)

Owner shall provide on-site office, desk, chair, and telephone service. Architect shall provide all other office equipment.

ARTICLE 5 COMPENSATION

§ 5.1 For the Architect's On-Site Project Representation Services described under Article 2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Compensation shall be provided in accordance with Article 11 of the Owner-Architect Agreement dated January 29, 2014.

§ 5.2 For Additional Services performed pursuant to Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

ARTICLE 6 SPECIAL TERMS AND CONDITIONS

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

Special Terms and Conditions defined in Exhibit A attached to Owner-Architect Agreement dated January 29, 2014

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mark E. Laramie, PE, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 09:52:50 on 10/29/2014 under Order No. 6009588983_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B207™ – 2008, Standard Form of Architect's Services: On-Site Project Representation, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

Exhibit A
Initial Information

- 12.1. The provisions of this article take precedence over any conflicting provision of this agreement and shall survive termination of the agreement for any cause.
- 12.2. The following paragraphs from Article 4, Additional Services, shall be included as part of the Architects basic services.
 - 12.2.1. 4.1.11, 4.1.12, 4.1.14, 4.1.15
- 12.3. Delete Section 7 in its entirety.
 - 12.3.1. Original and generated computer diskettes, drawings and specification manuscripts are to remain the property of the County whether or not the project is completed. The Consultant may retain copies for reference. These documents shall not be used by the Consultant for other projects without prior written approval of the County. The County's use of this data for purposes other than originally intended without written verification or adaptation by Consultant shall be at the County's sole risk.
- 12.4. The services to be provided by this Consultant shall comply with the accepted practice of the appropriate profession. The execution of this project shall be progressed in accordance with applicable Oneida County policies and design criteria.
- 12.5. Consultant shall have on staff, or as a sub-consultant, a Professional Engineer or Registered Architect recognized by the New York State Education Department.
- 12.6. PROJECT DESCRIPTION
 - 12.6.1. Oneida County has acquired 232 Elizabeth St., 250 Elizabeth St., and 602 John St. in the City of Utica. These properties will be used to expand and improve the parking plan for the Oneida County Office Building and Oneida County Utica Courthouse.
 - 12.6.2. Parking lots adjacent to the Oneida County Office Building and Oneida County Utica Courthouse shall be reconfigured and reconstructed. This includes three (3) separate parking lot areas. Two parking areas immediately adjacent to the Oneida County Office Building and one parking area east of Park Ave. Objectives include the following.
 - 12.6.2.1. Maximize total number of parking spaces.
 - 12.6.2.2. Eliminate or minimize pedestrian/vehicular conflict points.
 - 12.6.2.3. Create separated parking areas for County employees, State employees, and the visiting public via automated gates and physical barriers.
 - 12.6.2.4. Improve handicapped accessibility.
 - 12.6.2.5. Reconfigure and reconstruct the traffic circle at the 800 Park Ave. entrance to the Oneida County Office Building.
 - 12.6.2.6. Provide storm water management as required by applicable regulations.

Exhibit A
Initial Information

- 12.6.2.7. Reconfigure and reconstruct sidewalks, parking lot entrance/exit points, and site lighting as required.
 - 12.6.2.8. Provide new building sign on Park Ave. and provide new parking lot signage.
- 12.6.3. Total budget for all soft costs and construction is approximately \$3,200,000.00.
- 12.7. SCOPE OF WORK
- 12.7.1. The Consulting firm selected for this project shall be required to provide services necessary for the performance and completion of work noted in Section 12.6 and Section 12.7. Services shall be provided in accordance with AIA Document B101-2007, as modified by Oneida County. Services shall include, but not be limited to, the following.
- 12.7.2. Basic Services shall include, but not be limited to, the following.
- 12.7.2.1. Prepare all permit applications and secure all permits (i.e. NYSDOS).
 - 12.7.2.2. Oneida County shall pay all permit fees.
 - 12.7.2.3. Coordinate activities with and secure approvals from interested local and state agencies.
 - 12.7.2.4. Secure current New York State prevailing wage rates and distribute subsequent revisions to interested contractors and Oneida County.
 - 12.7.2.5. Attend project meetings weekly throughout project startup and then biweekly or as requested by Oneida County.
 - 12.7.2.6. Provide on-site project representation and management.
 - 12.7.2.7. Project representation shall be full time during periods of major construction activities.
 - 12.7.2.8. Responsibilities include daily coordination of work activities, quality control, and scheduling.
 - 12.7.2.9. Prepare As-Built record drawings. Submit one digital copy of all drawings on CD-ROM in AutoCAD 2010 format (scanned/raster images will not be accepted).
 - 12.7.2.10. Create a complete project file (including submittals and general correspondence) to be provided to the County upon completion of all work.
 - 12.7.2.11. Provide all services to prepare complete and accurate plans and specifications.
- 12.7.3. Consultant shall supply additional services as requested by the County and agreed to by Consultant. Where Consultant provides additional services authorized by the County's designated representative, those services shall be reimbursed according to the Hourly Rate Schedule attached hereto. An alternate method of compensation may be established by prior written agreement of both parties.
- 12.7.4. Additional services shall not be performed unless requested and approved in writing by the County. Approval shall be in the form of a contract amendment.

Exhibit A
Initial Information

- 12.7.5. Consultant shall notify County immediately of potential fee increases. Payment shall not be made for additional services performed without prior authorization.
- 12.8. Progress payments for additional services performed shall be based on the percentage of work completed and/or on completion of major tasks.
- 12.9. Indemnification. The Consultant agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the Consultant and it's subconsultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Consultant and its subconsultants or failure on the part of the Consultant and its subconsultants to comply with any of the covenants, terms or conditions of this agreement.
- 12.10. General Liability Insurance. The Consultant agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00). The Consultant agrees to have the County added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear, and to provide the County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show the County as an additional insured and to provide that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.
- 12.11. Professional Liability Insurance. The Consultant shall maintain a professional liability policy and will provide the County with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per incident and One Million Dollars (\$1,000,000.00) aggregate. The Consultant agrees that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.
- 12.12. Consultant shall maintain Auto Liability insurance in an amount greater than or equal to \$1,000,000.00 for the duration of this contract. The Consultant agrees to have the County added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear, and to provide the County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show the County as an additional insured and to provide that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.

Exhibit A
Initial Information

- 12.13. Workman's Compensation insurance shall be provided in accordance with State Law.
- 12.14. Consultant shall require any subconsultant to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the Consultant in paragraphs 12.10, 12.11, 12.12, and 12.13 above.
- 12.15. In compliance with the General Municipal and Finance Laws of New York State, the Consultant agrees to sign a waiver of immunity against criminal prosecution.
- 12.16. Consultant shall not discriminate against any individual in accordance with Local, State and Federal laws.
- 12.17. The principal place of business for determining applicable laws is Oneida County, New York. Disputes shall be litigated in New York State Supreme Court, Oneida County.
- 12.18. If the County becomes party to any litigation resulting from this project that is not the fault of the Consultant and that requires the Consultant's services, the additional fee to be paid shall be one that is mutually agreed upon between the County and the Consultant.
- 12.19. Consultant agrees to comply with all applicable provisions of the Labor Laws of New York State and the United States of America.
- 12.20. Should the removal and/or containment of hazardous substances be or become an element in this project, it is recognized by all parties that the Consultant has had no role nor has it shared in any profits from the generating, treating, storing, or disposing of hazardous waste or materials.
- 12.21. The Consultant agrees to immediately report any concerns or questions regarding hazardous substances and/or suspected handling or disturbance of hazardous substances to the Oneida County Commissioner of Public Works.

Exhibit B

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER Insurance Agent; Name and Address	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Contractor; Name and Address	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				Provide Limits As Required by New York State Law
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Oneida County added as additional insured on a primary, non-contributory basis with waiver of subrogation, to General, Auto, and Excess Liability policies.

CERTIFICATE HOLDER

County of Oneida & Department of Public Works
 c/o Commissioner of Finance
 800 Park Ave., Utica, NY 13501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Exhibit C
HOURLY BILLING RATES

MARCH Associates

Principal	\$175.00
Consulting Architect	\$115.00
Architect	\$95.00
Senior Designer	\$90.00
Designer I	\$80.00
Designer II	\$75.00
Designer III	\$60.00
Administrative	\$58.00

Appel Osborne Landscape Architecture

Partners-In-Charge	\$135.00
Associates/Project Managers	\$80.00
Project Managers	\$70.00
CADD Operators/Designer I	\$55.00
Administrative Associate	\$50.00
Administrative Assistant	\$45.00

Towne Engineering

Principal	\$150.00
Designer I	\$120.00
Designer II	\$70.00
Field Representative	\$70.00
Administrative	\$45.00

Exhibit D

STANDARD ADDENDUM

THIS ADDENDUM, entered into on this ____ day of _____ 2014, between the County of Oneida, hereinafter known as COUNTY, and MARCH Associates, Architects and Planners, P.C., 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.

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

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

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

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
 2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract. Place of Performance (street, address, city, county, state, zip code).
 - d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.
4. Health Insurance Portability and Accountability Act (HIPAA). When applicable to the services provided pursuant to the Contract:
- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
 - b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

2. The Contractor may provide data aggregation services relating to the health care operations of the County.
 - c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
 - d. The Contractor agrees that this contract may be amended if any of the following events occurs:
 1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
 - e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.
5. Non-Assignment Clause.
- a. In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.
6. Worker's Compensation Benefits.
- a. In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

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

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

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

10. Records.

- a. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments,

rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

- a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods,

unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

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

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

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

16. Gratuities and Kickbacks.

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

17. Audit

- a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.
- b. If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

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

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

COUNTY OF ONEIDA

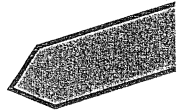
By: _____ Date: _____
Anthony J. Picente Jr.
Oneida County Executive

Approved As To Form

By: _____ Date: _____
Oneida County Attorney

Contractor
By: _____ Date: 11/14/14
Name: Christopher J. Crolius

Title: Principal





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/27/2014

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

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

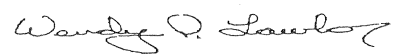
PRODUCER The Burns Agency 29 West Park Row PO Box 363 Clinton NY 13323-0363	CONTACT NAME: Wendy P. Lawlor	
	PHONE (A/C, No, Ext): (315) 853-5052 FAX (A/C, No): (315) 853-6356	
INSURED MARCH ASSOCIATES ARCHITECTS & PLANNERS, PC 258 GENESEE STE 300 UTICA NY 13502	E-MAIL ADDRESS: wplawlor@burnsagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hartford Ins Co of the Midwest	37478
	INSURER B: Sentinel Insurance Co., LTD	11000
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 2014-2015 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	01SBAAM7017	4/2/2014	4/2/2015	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			01SBAAM7017	4/2/2014	4/2/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			01SBAAM7017	4/2/2014	4/2/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	01WECDQ1483	4/2/2014	4/2/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Architectural Firm
Oneida County is added as Additional Insured on a primary, non-contributory basis to the General Liability policy with requested Waiver of Subrogation - see form SS00080405. See coverage form SS01970909 for Hired & Non-owned Auto vicarious liability. See coverage form SX80020405 for Additional Insured on Umbrella Liability.

CERTIFICATE HOLDER mlaramie@ocgov.net County of Oneida & Department of Public Works c/o Commissioner of Finance 800 Park Ave Utica, NY 13501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Wendy Lawlor/WENDY 

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
8/18/2014

PRODUCER
Professional Liability Brokers
& Consultants, Inc.
175 E. Hawthorn Parkway, #310
Vernon Hills, IL 60061

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	Continental Casualty Co
COMPANY B	
COMPANY C	
COMPANY D	

INSURED
March Associates, Architects & Planners
258 Genesee Street, Suite 300
Utica, NY 13502

COVERAGES
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$								
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>EL EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>EL DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> <tr> <td>EL DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	EL EACH ACCIDENT	\$	EL DISEASE - POLICY LIMIT	\$	EL DISEASE - EA EMPLOYEE	\$
WC STATUTORY LIMITS	OTHER												
EL EACH ACCIDENT	\$												
EL DISEASE - POLICY LIMIT	\$												
EL DISEASE - EA EMPLOYEE	\$												
A	Professional Liability	AEH114099022	7/01/2014	7/01/2015	\$5,000,000/\$5,000,000								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Marchal



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

December 8, 2014

FN 20 14-409

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

PUBLIC SAFETY

WAYS & MEANS

Honorable Members:

Oneida County STOP DWI Coordinator, Thomas Giruzzi, has informed me that his department has been awarded a grant from the New York State DWI Foundation for \$63,504. These funds are to be used to support local Police agencies for additional DWI patrols during the upcoming holidays. This program will reimburse DWI Selective Enforcement expenses incurred during October 1, 2014 through September 30, 2015.

These extra patrols will also help to ensure a safe and happy holiday season for all motorist in Oneida County.

I therefore request your Board approve the following 2015 supplemental appropriation:

TO:

AA# A3313.109 - Stop DWI, Salaries Other.....	\$ 5,796.
AA# A3313.495 - Stop DWI, Other Expenses	<u>57,708.</u>
Total:	\$ 63,504.

This supplemental appropriation will be fully supported by:

RA# A3313.1531 Stop DWI, Contributions	\$ 63,504.
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Respectfully submitted,

Anthony J. Picente, Jr.
Oneida County Executive

CC: County Attorney
Comptroller
Budget Director
Sheriff Dept

