

AGREEMENT FOR ENGINEERING SERVICES

This Agreement for Engineering Services (the “Agreement”), effective upon the date of its full execution (“Effective Date”), is by and between the County of Oneida (“County”), a New York municipal corporation with its principal office at 800 Park Avenue, Utica, New York 13501, and Henningson, Durham & Richardson, Architecture and Engineering, P.C. (“HDR”), a Nebraska professional service corporation with an address at 16 Corporate Woods Boulevard, Albany, New York 12211. The County and HDR are each a “Party” and together, the “Parties”.

RECITALS

WHEREAS, the County issued Request for Proposals No. 2024-389 (the “RFP”) seeking engineering services for the performance of a Solids Handling Upgrade Alternatives Study (“Study”), and a copy of the RFP is annexed as Exhibit A; and

WHEREAS, HDR submitted a response to the RFP (the “Proposal”), offering to provide the Study and associated services, and a copy of the Proposal is annexed as Exhibit B; and

WHEREAS, the County wishes to retain HDR to provide the Study and HDR wishes to provide such services to the County in exchange for payment.

AGREEMENT

NOW, THEREFORE, for the consideration set forth herein, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. TERM

- 1.1. The term of this Agreement shall commence upon the Effective Date and shall continue through December 31, 2025, unless otherwise amended by mutual agreement.

2. THE SERVICES

- 2.1. HDR shall perform the following tasks (collectively, the “Services”). These services are also outlined in Exhibit C “Scope of Services”.

- 2.1.1. Task Zero: General Project Management. HDR shall:

- 2.1.1.1. Provide monthly progress reports listing milestones achieved/accomplishments, anticipated work for the next reporting period and identification of any delays or issues;

- 2.1.1.2. Prepare monthly invoices in a format compatible with Oneida County billing and accounting policies;

- 2.1.1.3. Host and document bi-weekly conference/progress calls with the County;

- 2.1.1.4. Develop a Project Management Plan and Safety Plan for the work; and

- 2.1.1.5. Coordinate and manage the project team, including subconsultants.

2.1.2. Task One: Data Collection and Analysis.

2.1.2.1. *Kickoff Workshop.* HDR Shall:

- 2.1.2.1.1. Lead a workshop to discuss project goals and evaluation framework. Include discussions with stakeholders regarding the existing system, County goals, and address the following factors: (a) Operations and maintenance requirements and schedules for solids handling equipment; (b) County goals regarding future receiving of organic wastes, dewatering goals, biogas utilization goals, and sustainability goals; (c) Operability, constructability, safety, redundancy, and similar factors; and (d) The results of previous studies, including pilot testing of centrifuges; and
- 2.1.2.1.2. Develop meeting minutes and submit such minutes to the County.

2.1.2.2. *Estimate of Current and Future Solids Production.* HDR shall:

- 2.1.2.2.1. Develop a request for information to gather required information to inform the study;
- 2.1.2.2.2. Review as-builts, previous reports, and recent plant operating data;
- 2.1.2.2.3. Develop mass balance of existing solids processes; and
- 2.1.2.2.4. Establish basis of future design solids production.

2.1.2.3. *Analyze Dewatering Characteristics.* HDR shall:

- 2.1.2.3.1. Through a subconsultant, measure and analyze the dewatering characteristics of water and wastewater solids;
- 2.1.2.3.2. Coordinate sampling and shipping of Oneida County Water Pollution Control Plant (WPCP) solids; and
- 2.1.2.3.3. Interpret the results of the aforesaid testing to determine the dewatering characteristics of WPCP to define the ability to dewater WPCP solids, for use: (a) as a benchmark characteristic for procurement and acceptance of equipment; and (b) in the identification of opportunities to improve dewatering (cake dryness and capture rate).

2.1.2.4. *Environmental and Economic Costs.* HDR shall:

- 2.1.2.4.1. Review recent utility bills to calculate energy consumption and

establish base energy rates;

- 2.1.2.4.2. Review other relevant contracts and costs such as chemical, hauling, landfill fees, and electricity production;
- 2.1.2.4.3. Estimate O&M costs for the existing processes based on information provided by Oneida County, including staffing, electrical, and chemical consumption; and
- 2.1.2.4.4. Secure the services of Material Matters to perform a market analysis of WPCP solids product to include: (a) Analysis of theoretical future Class A dried and/or cake product; and (b) Analysis of current Class B cake.

2.1.3. Task Two: Solids Handling Alternatives Development.

2.1.3.1. *Technology Identification and Screening.* HDR shall:

- 2.1.3.1.1. Compile results from previous studies completed by the County;
- 2.1.3.1.2. Develop fact sheets for dewatering, gas management, advanced stabilization and volume reduction technologies; and
- 2.1.3.1.3. Develop framework for evaluating technologies with respect to County decision-making criteria and goals.

2.1.3.2. *Alternatives Development and Evaluation.* HDR shall:

- 2.1.3.2.1. Develop near-term improvement alternatives to meet solids dewatering goals. This will include:
 - 2.1.3.2.1.1. Evaluation of previous pilot work;
 - 2.1.3.2.1.2. Evaluation of existing dewatering and solids conveyance (both liquid solids as well as cake) to identify potential improvements and reviewing them with operations;
 - 2.1.3.2.1.3. Evaluation of three dewatering technologies with estimate of cake dryness and polymer consumption;
 - 2.1.3.2.1.4. Evaluate dewatered solids storage options to decouple dewatering and solids hauling operations;
 - 2.1.3.2.1.5. Conceptual layouts for new dewatering

facilities. Consider issues associated with existing cake pumps and loadout facility when developing layouts;

- 2.1.3.2.1.6. Class V cost estimates and operating and maintenance costs for new technologies as well as identified optimization strategies for existing facilities; and
 - 2.1.3.2.1.7. Development of non-quantifiable advantages and disadvantages, aligned to County goals.
- 2.1.3.2.2. Develop near-term improvement alternatives to meet biogas utilization goals. This will include:
- 2.1.3.2.2.1. Assessment of cogeneration microturbines to determine potential causes of existing long downtimes and make recommendations to optimize biogas utilization.
 - 2.1.3.2.2.2. Visit site and discuss system operations with onsite staff to define ongoing issues/experiences
 - 2.1.3.2.2.3. Develop request for information for operating, maintenance and other data records to help trend potential causes and symptoms of issues and analyze received data
 - 2.1.3.2.2.4. Prepare a technical memorandum (TM) summarizing findings and suggested next steps.
 - 2.1.3.2.2.5. Evaluation of three gas utilization strategies (assumed to be: continued combined heat and power (CHP), renewable natural gas (RNG), and combination RNG/CHP)
 - 2.1.3.2.2.6. Conceptual layouts for new gas facilities for the alternatives.
 - 2.1.3.2.2.7. Class V capital cost estimates and operating and maintenance costs, including estimates of deferred costs from energy production and revenue from RNG production.

- 2.1.3.2.2.8. Sensitivity analysis to evaluate how changes to input parameters and assumptions can impact the ranking, scoring, and lifecycle costs of alternatives. Parameters recommended for sensitivity analysis evaluation include: (a) process performance parameters, such as volatile solids reduction, gas yield, solids content of dewatered cake; and (b) economic parameters, such as changes to revenue from liquid waste haulers; outside-the-fence costs (hauling and land application of solids); value of biogas (commodity value and RIN value); electricity costs; and natural gas prices
- 2.1.3.2.2.9. Consideration of non-quantifiable advantages and disadvantages, aligned to County goals
- 2.1.3.2.3. Identify potential future improvements and associated economic and regulatory drivers associated with these improvements. This will include:
 - 2.1.3.2.3.1. A broad overview of drying, advanced digestion, and PFAS destroying technologies. A single technology for each type will be selected for further evaluation.
 - 2.1.3.2.3.2. Conceptual layouts of four options: (a) drying; (b) advanced digestion; (c) advanced digestion plus drying; and (d) PFAS destruction.
 - 2.1.3.2.3.3. Layouts will be simple block diagrams depicting space requirements onsite
 - 2.1.3.2.3.4. Conceptual cost estimates and operating and maintenance costs
 - 2.1.3.2.3.5. A description of non-quantitative advantages and disadvantages, aligned to County goals
 - 2.1.3.2.3.6. Performance of a sensitivity analysis to evaluate economic changes based on: (a) Hauling costs; (b) energy and chemical cost; and (c) regulatory changes.

2.1.3.3. *Alternative Evaluation Workshop*. HDR shall:

2.1.3.3.1. Lead two in-person workshops, titled:

2.1.3.3.1.1. Alternative Evaluation Workshop 1- Technology screening and short-term optimization options for dewatering and biogas.

2.1.3.3.1.2. Alternative Evaluation Workshop 2- Solids management and biogas utilization alternatives selection and trigger-based roadmap for potential future improvements; and

2.1.3.3.2. Develop meeting minutes that document the workshops and decisions made therein.

2.1.4. Task Three: Development of Recommendations.

2.1.4.1. *Report Development and Delivery.* HDR shall:

2.1.4.1.1. Develop a report documenting the near-term alternatives evaluated and economic and regulatory trigger-based future improvements recommendations. This document will comply with the NYSEFC and NYSDEC Engineering Report format. The report will document recommendations for implementation of the near-term alternatives, including any additional pilot testing required;

2.1.4.1.2. Receive comments from the County and edit the final report document accordingly.

2.1.4.1.3. Deliver to the final report to the County.

2.1.4.2. *Final Workshop.* HDR shall lead a workshop to review the final report with County staff and receive comments. Identify future work, including testing that may need to be completed prior to implementation (bench testing and/or piloting)

2.1.5. Task Five: Optional Tasks. As may be agreed by the Parties pursuant to an amendment to this Agreement, HDR shall perform additional tasks for the consideration set forth in such amendment

3. COMPENSATION

3.1. For HDR providing the Services, the County shall pay HDR a fee of Two Hundred Eighty-Eight Thousand Dollars and Zero Cents (\$288,000.00) as set forth in Exhibit D (Fees By Task).

- 3.2. Each month, HDR shall submit to the County an invoice setting forth those Services provided. Invoice shall be based on the percentage complete of each major task identified in Exhibit C. Included with each invoice shall be a progress report documenting the Services completed during the invoicing period. Such invoices shall be in a form acceptable to the County and its Department of Audit and Control. The County shall pay such invoices only after review and approval by its Department of Audit and Control which shall be within thirty (30) days of receipt of each approved invoice. Payment will be subject to the receipt of disbursements to Oneida County by the various funding agencies, if any.

4. PERFORMANCE

- 4.1. HDR represents that it, and any of its subconsultants, is properly qualified, licensed, financed, organized and equipped to perform the Services.
- 4.2. HDR and its subconsultants will furnish all labor, equipment, materials, supplies and facilities necessary for the performance of the Services.
- 4.3. HDR and its subconsultants shall each be responsible for providing its employees, agents, and servants with all safety equipment necessary to comply with all applicable federal, state and industry standards. HDR and its subconsultants shall secure and maintain safe worksites, equipment and conditions in accordance with the requirements of any and all applicable laws and regulations, and industry standards.
- 4.4. HDR shall be solely responsible for providing the Services with professional care and pursuant to industry standards, and shall determine the techniques, sequences, procedures and means to be utilized, unless specified in this Agreement.
- 4.5. HDR's supervisory personnel shall regularly review the Services. The County shall have the right to review the Services at any time, although such review in no way alters the relationship of the Parties or the duties of HDR.
- 4.6. The Parties shall comply, and HDR shall ensure that its subconsultants shall comply, with all applicable federal, state and local laws, ordinances, rules, regulations, permits, licenses and requirements thereunder in connection with performance of the Services. HDR shall comply with all applicable federal and state environmental laws and regulations, including but not limited to the New York State Environmental Conservation Law and the requirements of the County's State Pollutant Discharge Elimination System permit.
- 4.7. HDR understands that prompt and ready provision of the Services is required by the County. HDR shall immediately provide notice to the County in writing of any difficulty in complying with any of the requirements of this Agreement. This shall include, but not be limited to, discoveries of unknown conditions at the Services locations, especially those that render the Services and any additional services in violation of any law, ordinance, code, rule, regulation, permit or license. HDR shall not incur any liability, expense or obligation without first receiving written consent from the County.

- 4.8. HDR shall maintain at all times strict discipline among its employees, agents, and servants. All employees, agents, and servants shall have the appropriate character, skills, credentials, licenses, and experience to provide the Services and any additional services.
- 4.9. HDR in the performance of this Agreement shall not discriminate against any person in violation of any state, federal, or local law, constitution, rule, or regulation.
- 4.10. At any time after execution of this Agreement, the County may request changes in HDR's Services consisting of additions, deletions, and revisions within the general scope of services being performed by HDR. Whenever a change in the scope and/or time for performance of Services occurs, or if the County has notified HDR of a change, HDR shall submit to the County within a reasonable time a written estimate of the changes in cost and/or schedule, with supporting calculations and pricing. The parties shall then negotiate an amendment to this Agreement, such amendment being within the ultimate and sole discretion of the County.

5. MANDATORY STATE REVOLVING FUND TERMS AND CONDITIONS

- 5.1. The Parties acknowledge that this Agreement may be funded in part through an Engineering Planning Grant as administered by the New York State Environmental Facilities Corporation. Consequently, HDR shall comply with the following:
 - 5.1.1. Mandatory State Revolving Fund Equivalency Project Terms and Conditions for Non-Construction Projects.
 - 5.1.2. New York State Executive Law Article 15-A and 5 New York Code, Rules, and Regulations ("NYCRR") Parts 140-145;
 - 5.1.3. Title VI of the Civil Rights Act of 1964 and 40 Code of Federal Regulations ("CFR") Part 7 ("Title VI");
 - 5.1.4. Section 504 of the Rehabilitation Act of 1973;
 - 5.1.5. The Age Discrimination Act of 1975;
 - 5.1.6. Section 13 of the Federal Water Pollution Control Act;
 - 5.1.7. The following Mandatory State Revolving Fund Terms and Conditions:
 - 5.1.7.1. Requirements and Procedures for Business Participation Opportunities for Federal Disadvantaged Business Enterprises and New York State Certified Minority-and Women-Owned Business Enterprises and Equal Employment Opportunities for Women and Minority Group Members;
 - 5.1.7.2. Requirements for Equal Employment Opportunities;
 - 5.1.7.3. Business Participation Opportunities for MWBEs;

5.1.8. Restrictions on lobbying requirements as set forth in 40 CFR Part 34.

6. DELIVERABLES AND PATENTS.

- 6.1. All notes, memoranda, drawings, designs, specifications, reports and copies thereof prepared by HDR shall become the County's property upon payment for the Services for such deliverable.
- 6.2. Without the County's prior written approval, HDR shall not use or designate for use in connection with the Services any patented or patent-pending article, method or device which involves or requires payment of any license, fee or royalty in addition to the payment set forth in this Agreement, and HDR agrees to indemnify the County against any cost or expense incurred in the connection with the payment for such license, fee, or royalty in the event the same is not agreed to in this Agreement. The provisions of this Section shall survive the performance or termination of this Agreement.

7. CONFIDENTIALITY.

- 7.1. To provide the Services under this Agreement, it may be necessary for the County to disclose certain confidential information to HDR and for the HDR to disclose certain confidential information to the County. All confidential information shall be designated in writing as "confidential" by clear marking. In addition, oral communications between the County and HDR in furtherance of this Agreement may be designated confidential information by either Party.
- 7.2. Each Party agrees not to disclose any confidential information to any third party unless:
 - 7.2.1. Disclosure is required by law and, if so, advance written notice of disclosure is given;
 - 7.2.2. The information was actually and demonstrably known to the disclosing Party before it was obtained from or developed in cooperation with the other Party;
 - 7.2.3. The information is or becomes available to the public in general through a widely disseminated publication where such publication does not arise directly or indirectly from the breach of any obligation of confidentiality to either of the Parties to this Agreement;
 - 7.2.4. The information is obtained or acquired by the disclosing Party in good faith from a third party who acquired it in good faith and was not under any direct or indirect obligation of confidentiality to the other Party; or
 - 7.2.5. The Party designating the information as confidential provides a written release to the other Party.

8. NOTICES.

- 8.1. Notices to either Party shall be sent by certified United States mail, return receipt requested, at the following addresses, or at such address for a Party as last designated by such Party in writing for the receipt of notices.

Notices to the County shall be sent to:
County of Oneida
Department of Water Quality and Water Pollution Control
Attn: Commissioner
772 Sewage Plant Rd. P.O. Box 442
Utica, NY 13503-0442

Notices to HDR shall be sent to:
Henningson, Durham & Richardson Architecture and Engineering, P.C.
16 Corporate Woods Blvd.
First Floor
Albany, NY 12211

9. INDEPENDENT CONTRACTOR STATUS.

- 9.1. HDR and its officers, employees, personnel, agents, subconsultants, and servants are independent contractors and shall not be deemed employees of the County. HDR and such persons shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. HDR will conduct itself, and will ensure that its officers, employees, personnel, agents, subconsultants, and servants conduct themselves, in accordance with their status as an independent contractor and HDR and each such person shall not hold itself out as, nor claim to be, an officer or employee of the County. The County shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding HDR and such person's status as an independent contractor.
- 9.2. The County in paying HDR shall not make any withholding for taxes or any other obligations. HDR shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. HDR shall indemnify and hold the County harmless from all loss or liability incurred by HDR as a result of the County not making such payments or withholdings, and such obligation shall survive the performance or termination of this Agreement.

10. SUBCONSULTANTS.

- 10.1. A subconsultant is a person who has an agreement with HDR to perform any of the Services.
- 10.2. All agreements between HDR and its subconsultants shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement, including all Exhibits.

- 10.3. HDR may use subconsultants in the provision of the Services. HDR shall nonetheless be solely responsible and shall remain liable for the performance of the Services.

11. INDEMNIFICATION.

- 11.1. HDR shall indemnify, hold harmless and defend the County, its officers, agents, employees, and servants, from and against all claims, damages, losses, judgments, and expenses (including reasonable attorneys' fees), including but not limited to claims of third parties, arising from, or related to: (a) HDR's Services under this Agreement to the extent caused by any negligent or culpable act or omission of HDR or its officers, agents, employees, servants, or subconsultant(s); or (b) any breach by HDR or its officers, agents, employees, servants or subconsultants of this Agreement or any law. In the event the claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney's fees, are caused solely by the County's negligence or culpable act or omission, the County shall indemnify and hold harmless HDR. In the event the claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney's fees, are the result of the negligence or culpable act or omission of both the County and HDR, or its subconsultant(s), the County and HDR shall be liable to the extent or degree of their respective negligence or culpable act or omission, as determined by mutual agreement of the Parties or as adjudicated by a court of competent jurisdiction.
- 11.2. Neither the termination of the Agreement nor the making of final payment to HDR shall release HDR from its indemnification obligations under this Section. The enumeration elsewhere in the Agreement of particular risks assumed by HDR or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

12. INSURANCE REQUIREMENTS.

- 12.1. HDR shall purchase and maintain, and shall require any subconsultant to purchase and maintain, insurance of the following types of coverage and limits of liability with an insurance carrier qualified and authorized to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- 12.1.1. Commercial General Liability ("CGL") coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. The County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured. HDR shall maintain said CGL coverage for itself and the additional insured for the duration of the Agreement and maintain completed operations coverage for itself and the additional insureds for at least three (3) years after completion.

12.1.2. Workers' Compensation and Employer's Liability, pursuant to statutory limits.

12.1.3. Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. The County shall be included as an additional insured on a primary and non-contributing basis.

12.1.4. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) per occurrence. The County shall be included as an additional insured. Excess/Commercial Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

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

12.2. Waiver of Subrogation: HDR waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per the requirements stated above.

12.3. HDR shall provide certificates evidencing the foregoing insurance coverage to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of each of HDR's General Liability and Excess/Commercial Umbrella Liability policies. The certificates shall be on forms approved by the County and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve HDR of any of the insurance requirements, nor decrease the liability of HDR.

13. BREACH AND TERMINATION.

13.1. The County may terminate this Agreement at any time and for any reason, or for no reason.

13.2. HDR may terminate this Agreement in the event of a material breach of this Agreement by the County if HDR first gives the County written notice of such material breach and the County does not cure such material breach within 30 days after delivery of such written notice.

13.3. If this Agreement is terminated, HDR shall be entitled solely to compensation for Services performed as of the effective date of termination.

14. EXECUTORY OR NON-APPROPRIATION CLAUSE.

14.1. The obligations of the Parties are conditioned upon the continued availability of

government funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to HDR by certified mail. In such an event HDR shall receive payment for costs actually incurred prior to termination and shall not receive actual or consequential damages as a result of termination.

15. NON-ASSIGNMENT.

- 15.1. HDR shall not assign, transfer, convey, or otherwise dispose of this Agreement, or of its right, title or interest herein, or its power to execute this Agreement, to any other person, corporation or other entity without the previous consent, in writing, by the County, provided, however, that nothing herein shall prohibit HDR from engaging subconsultants.

16. NON-WAIVER

- 16.1. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision.

17. CHOICE OF LAW/FORUM

- 17.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles.
- 17.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York, and HDR hereby waives any objection that it may have to the venue of any such suit, action, or proceeding and irrevocably consents to the personal jurisdiction of any such court in any such suit, action, or proceeding.
- 17.3. In any litigation relating to or arising out of this Agreement, HDR hereby waives personal services of process upon it and agrees that service of process may be made upon HDR by certified mail, return receipt requested, to the address designated for notices.

18. INCORPORATION AND ORDER OF PRECEDENCE

- 18.1. The Exhibits to this Agreement are incorporated into this Agreement. In case of conflicts between the provisions of this Agreement and the Exhibits, or among the Exhibits, the following order of precedence shall control:
- 18.1.1. Exhibit E – Standard Oneida County Conditions
- 18.1.2. This Agreement

18.1.3. Exhibit A – RFP

18.1.4. Exhibit B – Proposal

18.1.5. Exhibit C – Scope of Services

18.1.6. Exhibit D – Fees by Task

19. SUCCESSORS AND ASSIGNS

19.1. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

20. SEVERABILITY

20.1. If any provision of this Agreement, or any part thereof, is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed with a valid and enforceable provision that comes as close as possible to expressing the original intention. Further, the Parties agree that all other provisions shall remain valid and enforceable.

21. ENTIRE AGREEMENT

21.1. This Agreement is the final, binding agreement of the Parties and supersedes all previous negotiations and representations, written or oral, on the subject matter.

22. AUTHORITY TO ACT/SIGN

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

23. ADVICE OF COUNSEL

23.1. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all the terms and provisions of this Agreement.

24. AMENDMENTS

24.1. This Agreement may not be amended except through a written agreement of the Parties.

25. COUNTERPARTS

25.1. This Agreement may be executed in counterparts, each of which shall be deemed an original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties herein have hereunto set their hands.

COUNTY OF ONEIDA

Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

Henningson, Durham & Richardson Architecture and
Engineering, P.C



Yiannoulla Charalambous
Sr. Vice President

Date: 12/2/24

APPROVED BY:

Andrew Dean, Esq.
Deputy County Attorney–Administration

Exhibit A
(Request for Proposals)

Exhibit B
(Proposal)

Exhibit C
(Scope of Services)

Exhibit D
(Fees by Task)

Exhibit E
(Standard Oneida County Conditions)