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March 14, 2025

Oneida County (Client)

c/o March Associates Architects & Planners, P.C.
 258 Genesee Street, Suite 300
 Utica, New York 13502
 Phone: 315.733.3344
 E-mail: dskorupa@marchassoc.com

Attn: Donna Skorupa, Project Administrator

Re: Special Inspection and Construction Materials Testing Services
 Union Station & REA Wing - Renovations
 Utica, New York
CME Proposal/Agreement No.: 02.7104R(1)
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Dear Donna:

CME Associates, Inc. (CME), a New York State Certified Woman Owned Business Enterprise, is pleased to provide **Oneida County** with this revised Proposal for on-call-as-scheduled Special Inspection and Construction Materials Testing Services. **CME's** relationship with **Oneida County** is expected to be in conformance with the attached "Standard Terms & Conditions for Technical Services Agreement." Please have **Oneida County** carefully review these terms to establish their understanding of these services, their responsibilities, and the general conditions of our Agreement. These services will be provided from **CME's** AASHTO¹ Accredited East Syracuse Facility under the responsible charge of Christopher R. Paolini, P.E. a New York Licensed Professional Engineer and **CME's** Supervisor of Special Inspection, as required by the 2020 Building Code of New York State.

Unit Fees Schedule and Estimated Cost

Presented below are the **Unit Fees** and **Estimated Cost** for the services that we currently anticipate, based on the information provided to **CME** from Donna Skorupa of March Associates Architects & Planners, P.C. via email on March 10, 2025. Please note that the estimate provided herein is just that, an estimate. **CME's** services will be dictated by the Contractor's schedule. **CME's** services will be billed on a time and material basis. Also note that **CME's** estimate does not include re-inspection of non-conforming work by others or overtime work.

<u>Soil Inspection/Testing Services</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Fee</u>	<u>Estimated Cost</u>
Soil Testing Technician (Troloxer Certified) (0 to 4 hours).....	0	Half-days	\$290.00	\$00.00
Soil Testing Technician (Troloxer Certified) (4 to 8 hours).....	2	Days	\$536.50	\$1,073.00
Sieve Analysis with #200 Wash.....	1	Test	\$55.00	\$55.00
Modified Proctor (ASTM D1557).....	1	Test	\$125.00	\$125.00
Nuclear Density Gauge (ASTM D-2922).....	2	Visit	\$65.00	\$130.00

¹ **AASHTO** – American Association of State Highway & Transportation Officials (AASHTO) Materials Reference Laboratory. AASHTO is a Federal Agency having jurisdiction to assess laboratory competence according to the Standards of the United States. **CME's** East Syracuse accreditation includes tests of Portland Cement Concrete, Aggregate and Soil Materials. www.aashtoresource.org



Unit Fees Schedule and Estimated Cost - continued

Cast-In-Place Concrete Technician	Estimated Quantity	Unit	Unit Fee	Estimated Cost
Concrete Field-Testing Technician (0 to 4 hours).....	0	Half-day	\$240.00	\$00.00
Concrete Field-Testing Technician (4 to 8 hours).....	4	Day	\$420.00	\$1,680.00
Laboratory Test of 6 x 12 Cylinder in Compression (ASTM C39).	20	Cylinder	\$18.00	\$360.00
Special Inspection Services				
Geotechnical Specialist (Bearing Grade) or ICC Inspector (Rebar, Anchors) (0 to 4 hours)	2	Half-day	\$290.00	\$580.00
Geotechnical Specialist (Bearing Grade) or ICC Inspector (Rebar, Anchors) (4 to 8 hours)	4	Day	\$536.50	\$2,146.00
Certified Welding Inspector – CWI (Structural Steel) (0 to 4 hours).	11	Half-day	\$380.00	\$4,180.00
Certified Welding Inspector – CWI (Structural Steel) (4 to 8 hours).	1	Day	\$760.00	\$760.00
Expense, Other Services, Expendables and Miscellaneous				
Professional Engineer or Project Manager	4	Hour	\$120.00	\$480.00
Principal Professional Engineer	0	Hour	\$175.00	\$00.00
Specimen Pick-Up Service	8	Hour	\$55.00	\$440.00
Vehicle Travel Allowance	1,900	Mile	\$0.75	\$1,425.00
Administrative and Reporting Fee.....		15% of Total Invoice		\$2,015.10
Total Current Estimated Cost.....				\$15,449.10

Special Conditions

The above rates include electronic reporting (e-reporting) through **CME**'s Online Reporting System. Additional transmitting will be the responsibility of **Oneida County**. If e-reports are requested to be uploaded to a specific Client reporting system in addition to the **CME** Online Reporting System, an initial one-time set-up fee of \$75 is required and each report uploaded to the additional Client reporting system is subject to a \$3/report charge. A 1.5 premium multiplier applies to all work conducted outside normal daylight hours, over 8 hours per day and Saturdays. A 2.0 multiplier applies for all other premium-time work. The minimum on-site service charge is one-half day, and if service time transcends the noon hour, it will be considered a full day. **Oneida County**, or its representative, must schedule for on-site testing services no later than 3:00 p.m. two business days before the service is needed. A 50% surcharge is applied to on-site services rendered on a same-day basis which are not scheduled according to the above requirements. All services are portal-to-portal **CME** office.

Please note that our standard turn-around time for most laboratory tests is about 5 business days. If **Oneida County** requires expedited turn-around time for any laboratory test, and **CME** can accommodate the request, an additional surcharge will apply as follows: 4 days-unit fee x 1.25; 3 days-unit fee x 1.5; 2 days-unit fee x 1.75; 1 day-unit fee x 2. Please schedule sample pick-up services accordingly.

Agreement Acceptance and Execution

If **Oneida County** desires to engage **CME** for the services as described in the attached Terms and Conditions and this revised Proposal, please execute below, and return to us. This Agreement shall mean the attached Terms and Conditions, this revised Proposal and any exhibits noted, each of which is incorporated herein. By execution hereof, **CME** and **Oneida County** warrant that he/she has full authority to act for, in the name, and on behalf of, **CME** and **Oneida County**. **CME** looks forward to logging in this project once all required forms are completed and returned to our office.



Respectfully Submitted,
CME Associates, Inc.

Oneida County (client)

A handwritten signature in black ink, appearing to read "Codi Notaro", written over a circular stamp.

Codi Notaro
Division Manager

Client Signature Designates Agreement

A handwritten signature in black ink, appearing to read "Lisa Manzi".

Lisa Manzi
Office Administrator

Printed Name and Title

CN.lam

Date Signed (Agreement Date)

Attachment: *Standard Terms & Conditions for Technical Services Agreement (3 pages)*

STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES AGREEMENT

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1.0 SERVICES

1.1 CME Associates, Inc. (hereinafter called "CME") will provide technical services to Client in accordance with these Terms and Conditions and the scope of services given in CME's Proposal. Services may include, but shall not be limited to, "testing"; meaning the measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials as deemed necessary by CME in its sole discretion. Services may include, but shall not be limited to, "Inspection" or "Observation"; meaning the visual determination of conformance with specific, or on the basis of CME's judgment, general requirements.

1.2 CME will prepare and submit reports of services performed indicating, where applicable, compliance with the Project specifications or other Construction Contract Documents. Both parties shall consider reports to be confidential instruments of service and the property of CME. CME will distribute reports only to those persons specifically designated by the Client in writing. CME may provide reports in an electronic format; however, the paper original prepared by CME shall remain the final product of CME's services. CME will retain pertinent records relating to service reports for a period of three years following submission of the report.

2.0 CLIENT RESPONSIBILITIES

2.1 Prior to CME providing any Services hereunder, Client will provide CME with all applicable documents, including but not limited to, plans, specifications, addenda, change orders, approved shop drawings and other information for the satisfactory performance of services by CME, or as may be otherwise requested by CME. Client will authorize CME to have full and uninhibited access to the Project site, and to all shops or yards where materials are prepared or stored, herein called the Project area.

2.2 Client will designate the firm and/or person to act as the Client's Representative with respect to CME's services. Client's Representative shall have complete authority to schedule services, transmit instructions, receive information and data, interpret and define the Client's policies and decisions with respect to the Project; to take action to prevent irrevocable entry of those materials in noncompliance until the issue at question can be resolved; to bind Client with respect to decisions made in connection herewith; and to order, at the Client's expense, CME's services.

2.3 Client will advise CME sufficiently in advance of any operations so as to allow for assignment of personnel by CME for completion of the requested services. Client assumes sole responsibility for determining whether the quantity and nature of the services ordered by Client are adequate and sufficient for Client's purposes. CME shall have no liability, contingent or otherwise, as a result of such determination. Client agrees that the ordering of services from CME or the reliance on any of CME's services shall constitute acceptance of these Terms and Conditions, regardless of the terms of any subsequently issued document.

2.4 Client will direct the project contractor, either by the Construction Contract Documents or direct written order to; a) secure and deliver to CME, without cost to CME, preliminary representative samples of those materials contractor proposes to use which require testing, together with any relevant data of the materials; b) interrupt work at the appropriate times for CME to perform contracted services; c) furnish such casual labor and all facilities needed by CME to safely obtain and handle samples at the Project and to facilitate the specified inspection and tests; d) provide and maintain for the use of CME adequate space on the Project area for safe storage of equipment and proper curing of test specimens which must remain on the Project area prior to, during, and up to 60 days after fabricating or testing, or for such longer period of time as may be reasonably required by CME; and e) provide safe and sufficient access and work site for the employees, agents and subcontractors of CME and all CME equipment needed to perform the services on the Project Area.

3.0 GENERAL CONDITIONS

3.1 **STANDARD OF CARE**-CME will endeavor to conduct the services identified herein in a manner consistent with that level of care and skill ordinarily exercised by members of the commercial testing laboratory profession currently practicing in the same locality and under similar conditions as this project. No warranty, either express or implied, is made or intended by CME's proposal, contract, and written and oral reports, all of which warranties are hereby expressly disclaimed. CME shall not be responsible for the acts or omissions of Client, its contractors, agents and consultants. CME may rely upon information supplied by Client, its contractors, agents and consultants or information available from generally accepted reputable sources, without independent verification, and CME assumes no responsibility for the accuracy thereof.

3.1.1 In accepting CME's reports of observations and tests, and CME's opinions expressed thereon, performed pursuant to this agreement, the Client agrees that the extent of CME's obligation with respect thereto is limited to the furnishing of such data and opinions. The Client recognizes that actual conditions may vary from those encountered at the locations where sampling, testing or observations were made by CME and that the data, interpretations and opinions of CME are based solely on the information available to CME. CME will be responsible for its data, its interpretations and its opinions, but shall not be responsible for the interpretation or use by others of the information developed by CME. Client agrees to indemnify and hold CME harmless from and against all claims, losses and expenses arising from the interpretation or use by others of the data, interpretations and opinions provided by CME.

**Client: Oneida County c/o March Associates Architects & Planners, P.C.
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3.2 INSURANCE-CME shall secure and maintain, throughout the full period of this Agreement; insurance required by statute to protect it from claims under applicable Workers' Compensation Acts and such other coverage as CME deems necessary to protect it from claims for bodily injury, death or property damage as may arise from the performance of services under this Agreement. CME will, upon request, file certification of such insurance coverage with Client, prior to the commencement of services hereunder. CME's proposal and fees are based on CME's insurance coverage, limits and endorsements in existence as of the date of the Proposal. Client agrees that the cost of any additional insurance coverage, limits and endorsements required by Client for the Project will be paid for by Client.

3.3 LIMITATION OF LIABILITY-CME and Client mutually agree that the services to be provided pursuant to this Agreement involve risks of economic liability which cannot be adequately compensated for by the payments Client will make under this Agreement. Client further acknowledges that CME is not an insurer and CME's fees for its services to be provided hereunder are based solely upon the value of services provided, as determined by CME in its sole discretion. Therefore, to the fullest extent permitted by law, the total cumulative liability of CME, its agents, employees and subcontractors to Client, its agents, employees, suppliers, subcontractors or any third-party claim by, through or under Client, whether in contract, tort, including but not limited to negligence, strict liability or common law, arising out of, connected with, or resulting from the services provided by CME pursuant to this Agreement shall not exceed the total fees paid by Client hereunder as of the date of such claim or Fifty Thousand and 00/100 Dollars (\$50,000), whichever is more. CME's consideration to Client for this limit of liability is specially reflected in CME's fees for services under this Agreement as such fees are less than CME would otherwise charge for similar services under an agreement without a limitation of liability. Notwithstanding the foregoing, at an additional cost defined in Exhibit "1" attached hereto, Client may, prior to CME's commencement of services under this Agreement, obtain protection for full liability arising out of any breach of contract or negligent acts or omissions by CME. For purposes of this Agreement, the phrase "full liability" shall mean either (i) an increase in the dollar amount set forth above to an amount in excess of Fifty Thousand and 00/100 Dollars, or (ii) a removal of the dollar amount(s) set forth above. The parties agree and acknowledge that the additional cost is compensation for CME increasing CME's limit of liability. The additional cost is not an insurance cost. Client is cautioned that if Client chooses not to increase CME's liability exposure hereunder, this is a limited liability Agreement limiting the liability of CME to the fullest extent permitted by law; therefore, Client is advised to carefully review Client's risks of liability related hereto and address such risks through Client's own insurance programs or through other means, as determined by Client. Client expressly consents to the limitation of liability set forth herein.

3.4 INDEMNITY-Client shall, to the fullest extent permitted by law, indemnify and hold CME, its officers, directors, shareholders, agents, employees, and representatives harmless from any and all liability costs, damages, attorney's fees and expenses from any claims or causes of action of whatever nature arising from Client's work in connection with the Project, including, without limitation, all claims relating to Client's contractors, subcontractors, suppliers, employees or other agents, or by reason of any claim or dispute by any person or entity for damages from any cause directly or indirectly relating to any action or failure to act by Client, its contractors, subcontractors, suppliers, employees or other agents.

3.5 PAYMENT-Client will pay CME for services and expenses in accordance with the attached Proposal. CME's invoice will be presented at the completion of its work and/or monthly, as agreed upon by the parties, and will be paid within thirty (30) days of receipt by Client or Client's Representative. If written inquiry is not received within ten (10) days of invoice Date, the invoice is deemed to be correct, and if payment in full is not received within the time period set forth above, a finance charge of one and one-half (1.5) percent per month will be applied to the outstanding balance. Client shall pay all expenses incurred by CME for lien or collecting any delinquent amount, including, without limitation, attorney and filing fees and expenses. Client agrees that CME's right to payment shall not be conditioned upon payment by a third party.

3.6 CONSTRUCTION PHASE-CME may, but shall be under no obligation to, provide continuous testing, observation or inspection of the progress and quality of the work of the Contractor on the Project. Client understands and agrees that CME shall not supervise, direct, or have control over Contractor's Work, nor shall CME have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety precautions and programs incident to the Work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Construction Contract Documents. As used herein, "Contractor" is defined as: the contractor or contractors, including its/their subcontractors of every tier, retained to perform construction Work on the Project for which CME is providing services under this Agreement. As used herein, "Work" is defined as: the labor, materials, equipment and services of the Contractor provided pursuant to the Construction Contract Documents.

3.6.1 CME is not authorized to supervise, alter, relax, enlarge or release any requirement of the Project plans and specifications or other Construction Contract Documents, nor to approve nor accept any portion of the Work, unless specifically authorized in writing by Client. CME shall not have the right of rejection or the right to stop the Work.

3.6.2 CME, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to the Project which, by custom or contract, are vested in the Owner, Construction Manager, Contractor, Registered Design Professionals, Code Enforcement Officials and State or Federal Officials.

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3.7 **HAZARDOUS ENVIRONMENTAL CONDITIONS**-Client shall advise CME of any hazardous environmental conditions and wastes at or near the site at which CME is to perform services. If CME discovers hazardous environmental conditions or wastes after CME commences services, or if CME discovers the nature or extent of hazardous environmental conditions or wastes differs materially from what Client advised CME, both Parties agree that CME's scope of services, schedule and compensation fee shall be adjusted as needed to complete the work without injury or damage, and that all notifications required by law shall be made.

3.8 **SAFETY**-With respect to project site safety, CME shall be responsible solely for the on-site activities of its employees; and this responsibility shall not be construed by any party to relieve the project site's Owner or Client or Contractor from its obligation to provide and maintain a safe project site.

3.9 **SAMPLES**-Samples collected or tested by CME remain the property of the Client while in the custody of CME. CME will dispose of all samples immediately after test in a manner deemed appropriate by CME. CME will return hazardous, acutely toxic, or radioactive samples and sample containers and residues to Client. Client agrees to accept such samples and sample containers.

3.10 **ACCEPTANCE WITHOUT SIGNATURE**-For purposes of convenience, Client may choose to accept this Agreement orally and to orally authorize CME to initiate services, provided such acceptance is confirmed in writing by CME. In that event, Client specifically agrees that as a material element of the consideration CME requires to execute the services indicated herein, oral acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all Terms and Conditions of this Agreement. Unilateral modification of this Agreement subsequent to CME's initiation of services is expressly prohibited. Furthermore, all preprinted terms and conditions on Client's purchase order, executed purchase order acknowledgment form, task or work order are not applicable to this Agreement and CME's involvement in the Project.

3.11 **LAW TO APPLY**-The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding any conflicts of law principles thereof.

3.12 **SEVERABILITY, NO WAIVER AND SURVIVAL**-In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, the remaining terms will be in full effect, and this Agreement will be construed as if the invalid or unenforceable matters were never included. No waiver of any default will be a waiver of any future default. Limitations of liability, indemnities and hold harmless provisions shall survive termination of this Agreement for any cause.

3.13 **MUTUAL DISCLAIMER OF CONSEQUENTIAL DAMAGES**-In no event shall CME or Client be liable to the other for any special, indirect, incidental, punitive, or consequential loss or damages, including delays, lost profits and loss of use.

3.14 **TERMINATION**-Client may terminate this Agreement with seven days' prior written notice to CME for convenience or cause. CME may terminate this Agreement for cause with seven days' prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CME has been paid in full all amounts due for services, expenses, and other related charges. Client shall reimburse CME for any costs incurred as a result of such suspension of services hereunder.

3.15 **DISPUTE RESOLUTION**-Client and CME agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement to mediation in Onondaga County, New York, in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective in such jurisdiction as of the date of this Agreement.

3.16 **FORCE MAJEURE**-Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

3.17 **CAPTIONS AND HEADINGS**-The captions and headings throughout these terms are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision or scope or intent of this Agreement.

3.18 **ENTIRE AGREEMENT**-This Agreement shall mean this document as well as CME's Proposal and exhibits, each of which is incorporated herein. This Agreement represents the entire understanding and agreement between the parties hereto relating to the services and supersedes any and all prior negotiations discussions and agreements whether written or oral between the parties regarding same.

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