

- a. **ATLANTIC TESTING LABORATORIES - Special Inspection Testing Services - H-GEN-023 - REA Wing Renovation Project**

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT (the “Agreement”), effective upon the date of its full execution (“Effective Date”), by and between the COUNTY OF ONEIDA (hereinafter called "County"), a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501, and Atlantic Testing Laboratories, Limited (hereinafter called “Consultant”), a domestic professional corporation, organized and existing under the laws of the State of New York with its place of business located at 6431 US Highway 11, Canton, New York 13617 (each a “Party” and collectively the “Parties”).

WITNESSETH:

WHEREAS, County requires consulting services for special inspection and construction materials engineering and testing services associated with the Union Station & REA Wing Renovation project; and

WHEREAS, Consultant has submitted a proposal to provide such services, more fully defined herein; and

WHEREAS, The Oneida County Board of Acquisition & Contract has authorized this Agreement; and

NOW, THEREFORE, it is mutually agreed that for the consideration hereinafter set forth, Consultant shall provide certain services identified in the original Request for Proposal, attached hereto as **Attachment B**, and the Consultant Proposal, attached hereto as **Attachment C** (both collectively hereinafter the “Services”).

1. TERM

1.1. The term of this Agreement shall commence upon a written Notice to Proceed (the “Notice to Proceed”) and shall terminate upon completion of all work on all projects, but no later than December 31, 2026.

2. NOTICE TO PROCEED

2.1. The Notice to Proceed shall be in the form of a letter signed by County's Project Manager (the “Project Manager”), authorizing the Services described herein. No Services shall commence until the Notice to Proceed is issued.

3. COMPENSATION

3.1. Consultant will be paid a not-to-exceed fee of **Eight Thousand Eight Hundred Thirty dollars and Zero cents (\$8,830.00)**, for the Services identified in **Attachment B**.

3.2. Payment shall be made monthly on a basis of work completed and billed in accordance with the hourly rates established in **Attachment C**.

3.3. There shall be no separate payments for reimbursable expenses. Compensation for all reimbursable expenses is included in the not-to-exceed fee.

3.4. In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization of County. Payments for additional services performed shall be agreed upon in writing prior to commencement of such additional services and payment for such additional services shall be made based on the percentage of services completed and/or on completion of major tasks.

3.5. County reserves the right to withhold payment due to Consultant's failure to properly perform its obligations under this Agreement. County may withhold payment for reasons including, but not limited to: (1) defective services, (2) third party claims, (3) failure of Consultant to pay its sub-consultants, or (4) damage to County. County may correct any conditions which do not meet the requirements of this Agreement and deduct the cost from the amounts due under this Agreement.

3.6. Additional compensation, at a mutually agreed-upon rate, will be paid if Consultant's services are required to defend claims or litigation resulting from this project, provided claims are not result of the negligence of Consultant.

3.7. It is understood and agreed that Consultant shall not be entitled to payment for any costs incurred prior to the effective date or following the termination date of this Agreement.

4. EXECUTORY OR NON-APPROPRIATION CLAUSE

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

5. SCOPE OF SERVICES

5.1. This Agreement represents the entire and integrated Agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

5.2. Consultant agrees to provide Services in accordance with the project description and scope

of services, defined in **Attachment B**.

5.3. Consultant shall furnish any equipment, materials, and/or supplies necessary for the performance of its Services under this Agreement, and shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable federal and state safety standards.

6. PERFORMANCE OF SERVICES

6.1. Consultant affirms that it does not have any financial interest or conflict of interest that would prevent Consultant from providing unbiased, impartial service under this Agreement.

6.2. Consultant's Services shall be completed and submitted in accordance with industry standards.

6.3. It is understood and agreed that Consultant has the professional skills necessary to perform the work agreed to be performed under this Agreement, that County relies upon the professional skills of Consultant to do and perform Consultant's duties.

6.4. Consultant agrees to maintain in confidence and not disclose to any person or entity, without County's prior written consent, any confidential information, knowledge or data relating to the products, processes, or operations of County. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

6.5. Consultant represents that it has the experience, licenses, qualifications, staff and expertise to perform said Services in a professional and competent manner.

6.6. Consultant shall be solely responsible for determining the method, details and means of performing the Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

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

6.8. Consultant acknowledges and agrees that it and its employees and sub-consultants have no authority to enter into contracts that bind County, or create obligations on the part of County, without the prior written authorization.

6.9. Consultant understands that prompt and ready completion of the Services is required. Completion dates, if specified herein, may only be modified by mutual written agreement of the Parties. Consultant agrees to diligently perform the Services to be provided under this Agreement.

6.10. Consultant shall immediately notify County in writing of any difficulty in complying with any of the requirements of this Agreement.

7. NON-ASSIGNMENT

7.1. In compliance with New York General Municipal Law Section 109, Consultant agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of its right, title or interest therein, or its power to execute this Agreement, to any other person, corporation or other entity without the previous consent, in writing, by County.

8. SUBCONTRACTS

8.1. A sub-consultant is a person who has an agreement with Consultant to perform any of the Services.

8.2. Consultant agrees to furnish to County, prior to the execution of this Agreement, a list of names of sub-consultants to whom it proposes to award any portion of the Services.

8.3. Agreements between Consultant and the sub-consultants shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all Attachments. Consultant shall be solely responsible and shall remain liable for the performance of the Services.

9. CHANGE IN SERVICES

9.1. In case of changes affecting the scope of services resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization.

10. PROJECT MANAGERS

10.1. County designates the Commissioner of Public Works, as their Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to Consultant's performance under this Agreement, and for liaison and coordination between the Parties. In the event County wishes to change its representative, Consultant will be notified in writing.

10.2. Consultant designates Jordan L. Upson, as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in Consultant designated personnel or sub-consultant shall be subject to approval by the Project Manager for County.

11. NOTICES

11.1. Any notice to County may be delivered personally or sent by United States Mail, postage prepaid, to the Commissioner of Public Works, 5999 Judd Road, Oriskany, NY 13424, or at such other address last furnished in writing.

11.2. Any notice to Consultant may be delivered personally or sent by United States Mail, postage prepaid, to Consultant's Project Manager at the address listed above, or at such other address last furnished in writing.

12. INDEPENDENT CONTRACTOR STATUS

12.1. For the purposes of this paragraph only, the term "Independent Contractor" shall be broadly construed to include Consultant and any of its subcontractor(s) or sub-consultant(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Independent Contractor to County shall be that of an independent contractor. The Independent Contractor shall not be deemed an employee of County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Independent Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, an officer or employee of County. County and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

12.2. Payments to Consultant shall be reported on IRS Form 1099, and County shall not make any withholding for taxes or any other obligations. Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. Consultant shall indemnify and hold County harmless from all loss or liability incurred by Consultant as a result of County not making such payments or withholdings.

13. ASSUMPTION OF RISK

13.1. Consultant solely assumes the following risks. The risk of unforeseen obstacles and difficulties in the performing of the Services, whether such risks are within or beyond the control of Consultant and whether such risks involve a legal duty, primary or otherwise, imposed upon County.

13.2. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold

County, its officers, agents and employees (the “Indemnitees”), harmless against any and all claims (including but not limited to claims asserted by any employee of Consultant or its sub-consultants) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys’ fees and disbursements) allegedly arising out of or in any way related to the risks it assumes under this Section, operations of Consultant in the performance of this Agreement or from Consultant’s failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of cross-claim, third-party claim, declaratory action or otherwise.

13.3. Neither the termination of this Agreement nor the making of the final payment shall release Consultant from its obligations under this Section. The enumeration elsewhere in this Agreement of particular risks assumed by Consultant or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

13.4. This assumption of risk by Consultant is absolute, excepting only reckless or intentional acts of County or its officers, agents or employees.

14. INSURANCE REQUIREMENTS

14.1. Consultant shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

14.2. Commercial General Liability (“CGL”) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Consultant shall maintain said CGL coverage for itself and the additional insureds for the duration of this Agreement, and maintain completed operations coverage for itself and the additional insureds for at least three (3) years after completion.

14.3. Workers’ Compensation and Employer’s Liability, pursuant to statutory limits.

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

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

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

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

14.8. County shall not issue a Notice to Proceed until certificates evidencing the insurance required by this Section have been provided to County. The certificates shall be on forms approved by County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to County. Acceptance of the certificates shall not relieve Consultant of any of the insurance requirements, nor decrease the liability of Consultant. County reserves the right to require Consultant to provide insurance policies for review by County. Consultant hereby grants County a limited power of attorney to communicate with Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

15. REQUIRED PROVISIONS OF LAW

15.1. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all Parties.

15.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either Party, this Agreement shall be amended in writing, and signed by both Parties to make such insertion.

15.3. Consultant agrees that there shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. Consultant shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof. Consultants determined to be in violation of this section shall be deemed to be in breach of this Agreement.

16. BREACH

16.1. A breach of this Agreement shall include, but not be limited to, the following:

16.1.1. If any insurance or bonds required to be maintained pursuant to this Agreement shall fail to be obtained or shall be cancelled or revoked at any time or if Consultant shall fail to deliver any required insurance certificate or bond.

16.1.2. If any representation or warranty made by Consultant in this Agreement shall be incorrect or fallacious in any respect.

16.1.3. If Consultant shall file a voluntary petition in Bankruptcy Court, or shall be the subject of an involuntary petition in Bankruptcy Court, or shall be adjudged as bankrupt or insolvent, or shall file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute, or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of Consultant.

16.1.4. If Consultant assigns its rights and duties under this Agreement without written consent of County.

16.1.5. County shall review Consultant's performance. If it is found Consultant is not meeting Agreement conditions, it will be formally notified. If the condition is not corrected within a time deemed reasonable to the County, then this will be cause for Agreement termination.

16.1.6. If default shall be made by Consultant in keeping, observing or performing any of the terms or covenants contained in this Agreement, including any Attachments or amendments.

16.2. If Consultant breaches this Agreement, County may declare Consultant in default and pursue all remedies provided herein and available at law. Without limiting the available remedies, County may proceed to perform the Services required under this Agreement and charge the expense thereby incurred against the monies to which Consultant would have been

entitled under this Agreement, or may contract with a third party for the performance of the Services and charge the cost and expense thereof in a like manner. In the event of a default in the performance of the Services, Consultant agrees to reimburse County for all costs, expenses and damages incurred by County in completing the Services in accordance with this Agreement.

16.3. In the event of a breach or threatened breach by either Party of its obligations under this Agreement, the other Party shall have the right to seek and obtain an injunction or other equitable relief, in addition to any other remedies provided by this Agreement, or by law.

17. TERMINATION

17.1. This Agreement may be terminated by County immediately for cause or upon ten (10) days written notice.

17.2. If this Agreement is terminated, Consultant shall be entitled to compensation for Services satisfactorily performed to the effective date of termination; provided however, that County may condition payment of such compensation upon Consultant's delivery to County of any and all documents, photographs, computer software, videotapes, and other materials provided to Consultant or prepared by Consultant for County in connection with this Agreement. Payment by County for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which Consultant is entitled in the event of termination of this Agreement and Consultant shall be entitled to no other compensation or damages and expressly waives same.

17.3. This Agreement may be terminated by Consultant upon ten (10) days written notice to County only in the event of substantial failure by County to fulfill obligations under this Agreement through no fault of Consultant.

18. DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS

18.1. Copies of computer diskettes, drawings and specification manuscripts in the possession of the County are to remain the property of County whether or not the project is completed. The Consultant shall provide additional copies to the County upon request. Consultant may retain copies for reference. These documents shall not be used by Consultant for other projects without prior written approval of County. County's use of this data for purposes other than originally intended without written verification or adoption by Consultant shall be at County's sole risk.

19. ADDENDUM

19.1. Consultant shall comply with **Attachment A**, Addendum - Standard Oneida County Conditions, attached hereto and hereby incorporated by reference.

20. NON WAIVER

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

21. CHOICE OF LAW/FORUM

21.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles.

21.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

22. ORDER OF PRECEDENCE

22.1. In case of conflicts between the provisions of this Agreement and the Attachments, or between the Attachments, the following order of precedence shall control:

22.1.1. **Attachment A – Addendum**

22.1.2. **Attachment D – Change Order**, in reverse chronological order, if applicable

22.1.3. **This Agreement**

22.1.4. **Attachment B – Request for Proposal**

22.1.5. **Attachment C – Consultant Proposal**

23. SUCCESSORS AND ASSIGNS

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

24. SEVERABILITY

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

25. ENTIRE AGREEMENT

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

26. COUNTERPARTS

26.I. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

27. AUTHORITY TO ACT/SIGN

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

28. ADVICE OF COUNSEL

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

29. AMENDMENTS

29.I. Amendments to this Agreement, if needed, shall be in the form of the Change Order attached hereto as **Attachment D**.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the respective Parties herein have hereunto set their hands and seals
the day and year first above written.

COUNTY OF ONEIDA

Anthony J. Picente, Jr.
Oneida County Executive

ATLANTIC TESTING LABORATORIES,
LIMITED

Marijean B. Remington
CEO

APPROVED BY

Andrew Dean, Esq.
Deputy County Attorney-Administration

Oneida County Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:	Atlantic Testing Laboratories 301 St. Anthony Street Utica, New York 13501
Title of Activity of Service:	Special Inspection Testing Union Station and REA Wing Renovation Project
Proposed Dates of Operation:	Start on Execution – 12/31/2026
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

Enclosed is a proposal from Atlantic Testing Laboratories to provide the services of a special inspection testing agency in order to comply with a building permit with the New York State Department of State for the Union Station and REA Wing Renovation Project. The purchase order for this service will be for an estimated cost of \$8,830.00 based on unit costs for services required to satisfy the building permit requirements.

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

3) Program Design and Staffing: N/A

4) Funding

Account #:	H-GEN-023
Total Funding Requested:	\$8,830.00
Oneida County Dept. Funding Recommendation:	\$8,830.00
Proposed Funding Sources	Federal: \$0.00
	State: \$0.00
	County: \$8,830.00
	Other:

Mandated / Not Mandated: Not Mandated

Past Performance Data: N/A

O.C. Department Staff Comments: None

ATTACHMENT A

ADDENDUM - STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

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

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

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

- C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
 - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
- ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. The Contractor will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
 - D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
 - 1) Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;
 - G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.
- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

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

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

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

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). When applicable to the services provided pursuant to the Contract:

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

- c. The Contractor shall:
 - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 - ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
 - i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE. In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.
6. WORKER'S COMPENSATION BENEFITS In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
7. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.
8. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as

otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.
10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided

that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

- a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.
- b. In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

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

17.

- a. 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.

18. AUDIT.

- a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.
- b. If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

19. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

- c. During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default,
- d. The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

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

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

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-

owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

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

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

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

February 4, 2025

Christopher Paolini, Senior VP
CME Associates, Inc.

6035 Corporate Drive
East Syracuse, NY 13057



258 Genesee Street, Suite 300 · Utica, New York 13502
315.733.3344 · marchassoc.com

Jordan Upson, Project Manager
Atlantic Testing Laboratories, Ltd.

301 St. Anthony Street
Utica, NY 13501

Mike McHenry
Terracon Consultants - NY, Inc.

30 Corporate Circle, Suite 201
Albany, NY 12203

Project: Oneida County DPW
Union Station & REA Wing - Renovations
Bid Reference No. 2309
MARCH No. 24066

Re: Request for Proposal - Testing Services

We are the Architects for the above referenced project. Oneida County has awarded the contract and requires the services of an Independent Testing Agency. The project drawings, specifications, and addendum are included with this email for your review and use.

The project site is located as follows:

Union Station & REA Wing, 321 Main Street, Utica, New York, 13501 (Oneida County)

Your services will be required on an on-call basis once construction begins. The contractor for the project is Beebe Construction Services, Inc.

*Invoices are to be sent to MARCH Associates, Architects & Planners, PC, 258 Genesee Street, Suite 300, Utica, NY 13502, for payment.

Please email your proposal, with the appropriate unit prices, by 3:00 PM on Thursday, 02/14/25, to:
dskorupa@marchassoc.com

Thank you for your time and efforts. If you have any questions regarding the project, please do not hesitate to contact me.

Sincerely,
Donna Skorupa, Project Administrator

cc: David Jadowski
MARCH file

Email attachments: RFP letter and Sharefile link with Contract Documents



ATLANTIC TESTING LABORATORIES

WBE certified company

Utica
301 St. Anthony Street
Utica, NY 13501
315-735-3309 (T)
atlantictesting.com

March 14, 2025

MARCH Associates Architects & Planners, P.C.
258 Genesee Street, Suite 300
Utica, New York 13502

Telephone: 315-816-7316
Email: dskorupa@marchassoc.com

Attn: Donna Skorupa
Project Administrator

Re: Special Inspection and Construction Materials Engineering and Testing Services
Union Station & REA Wing - Renovation
Utica, New York
ATL No. UT998-321XX-02-25

Thank you for the opportunity to submit a proposal for the referenced services. In accordance with your request, please find enclosed the following items for review:

- ♦ Scope of Services
- ♦ Fee Schedule
- ♦ AGREEMENT for Special Inspection and Construction Materials Engineering and Testing Services
- ♦ Standard Terms and Conditions

ATL is WBE certified by the New York State Department of Economic Development, Division of Minority & Women's Business Development.

To accept ATL's proposal, return a signed AGREEMENT with attachments via email or to:

**Atlantic Testing Laboratories, Limited
Contracts Department
6431 US Highway 11
Canton, New York 13617**

One countersigned AGREEMENT will be returned via email, unless otherwise directed.

This proposal is valid for 90 days from the date of issuance. Thereafter, ATL reserves the right to declare the proposal null and void and/or adjust the proposed fees.

If you have any questions or require additional information, please contact me at your convenience. We look forward to your response.

Sincerely,
ATLANTIC TESTING LABORATORIES, Limited

Jordan L. Upson
Group Leader

JLU/DLA/lav

Enclosures

SCOPE OF SERVICES FOR SPECIAL INSPECTIONS AND CONSTRUCTION MATERIALS ENGINEERING AND TESTING

Union Station & REA Wing – Renovations, Utica, Oneida County, New York

Based on information provided to ATL by representatives of MARCH Associates Architects & Planners, P.C., it is our understanding that the project consists of repairs/reconstruction to Union Station and REA wing.

The following Scope of Services for providing Special Inspection and Construction Materials Engineering and Testing services is based on the statement of special inspection, specifications, and drawings.

Professional Engineering services, required to perform the Scope of Services outlined below, will be provided by ATL Engineering, P.C.

CLIENT will be responsible for determining, requesting, authorizing, and scheduling services. CLIENT agrees that ATL is not responsible for performing services that are neither requested nor authorized by CLIENT, including but not limited to, services that are required by the construction documents and/or outlined in the following Scope of Services.

A. Field Services:

1. Concrete:

Provide a Technician to perform the following field tests of freshly mixed concrete:

- ♦ ASTM C 31: Making and Curing Concrete Test Specimens in the Field
- ♦ ASTM C 143: Slump of Hydraulic Cement Concrete
- ♦ ASTM C 172: Sampling Freshly Mixed Concrete
- ♦ ASTM C 231: Air Content of Freshly Mixed Concrete by the Pressure Method
- ♦ ASTM C 1064: Temperature of Freshly Mixed Portland Cement Concrete
- ♦ Report quantity of fresh concrete tested and test results

Provide a Special Inspector to observe the following items, as required in Section 1705.3 and Table 1705.3 of the Building Code of New York State:

- ♦ Reinforcing steel and placement
- ♦ Formwork dimensions and general location
- ♦ Bolts to be installed in concrete prior to and during placement of concrete where allowable loads have been increased
- ♦ Use of required design mix
- ♦ Sampling and testing of fresh concrete, including fabrication of specimens for strength testing
- ♦ Placement of concrete
- ♦ Maintenance of curing temperatures and techniques

2. Structural Steel:

Provide a Special Inspector to observe the following shop items, as required in Section 1705.2 of the Building Code of New York State:

- ♦ Review material certifications, Welder Performance Qualification Records (WPQR), Welding Procedure Specifications (WPS), and Procedure Qualification Records (PQR) for conformance with project documents and application in fabrication
- ♦ Compare filler metals and welded joints used for conformance with project documents and approved WPS
- ♦ Tightness of high strength bolted connections

- ♦ Welding of structural steel, including complete and partial penetration groove welds, singlepass and multiplepass fillet welds, and deck welds

The CLIENT, OWNER, and/or contractor are responsible to coordinate and schedule Special Inspection prior to start of shop fabrication.

Provide a Special Inspector to observe the following field items, as required in Section 1705.2 of the Building Code of New York State:

- ♦ Review material certifications, Welder Performance Qualification Records (WPQR), Welding Procedure Specifications (WPS), and Procedure Qualification Records (PQR) for conformance with project documents and application during erection
- ♦ Compare filler metals and welded joints used for conformance with project documents and approved WPS
- ♦ High strength bolted connections
- ♦ Welding of structural steel, including complete and partial penetration groove welds, singlepass and multiplepass fillet welds, and deck welds
- ♦ Steel frame joint details for compliance with approved construction documents, including details for bracing and stiffening, member locations, and application of joint details

Provide a Nondestructive Testing (NDT) Senior Technician to perform the following testing in accordance with project documents:

- ♦ Magnetic Particle Testing
- ♦ Ultrasonic Testing

3. Floor Flatness:

Provide an Engineer to perform the following field testing to measure floor finish tolerances:

- ♦ ASTM E 1155: Determining F_F Floor Flatness and F_L Floor Levelness Numbers

B. Laboratory Services:

1. Concrete:

- ♦ ASTM C 39: Compressive Strength of Cylindrical Concrete Specimens

C. Additional Services:

1. Transport samples, as required, for laboratory analysis.
2. Provide a Project Manager and/or Professional Engineer to perform the following:
 - ♦ Review project plans and specifications, as provided to ATL, which are relevant to the services outlined in this Scope of Services.
 - ♦ Review test data generated by ATL.
 - ♦ Attend project meetings as directed by CLIENT.
 - ♦ Prepare reports.
 - ♦ Distribute reports as directed by CLIENT. Reports will be distributed by email, unless otherwise directed.

D. Client Responsibilities:

1. Prior to project initiation, provide ATL with copies of the PROJECT plans and specifications, all revisions and addenda, and the statement of special inspections, approved material submittals, approved shop drawings, and other applicable documents.

2. Provide safe access, conforming to applicable OSHA and other pertinent regulations, to sampling and testing locations.
3. Coordinate and schedule Steel Special Inspection prior to start of shop fabrication.
4. Provide contact information for report distribution.

NOTES TO THE SCOPE OF SERVICES

ATL's representatives will not accept or reject construction materials, means and methods, material quantities, and/or completed construction.

Untested portions of concrete samples will be discarded two weeks after completion of the testing.

Compressive strength test specimens will be discarded upon completion of the testing and hold specimens upon the 28-day compressive strength exceeding the minimum specified value, unless instructed otherwise.

We require a minimum of two days advance notice prior to project initiation and one day advance notice for subsequent scheduling of field services. Notice of cancellation must be received by 5:00 PM, Monday through Friday, the day prior to scheduled services, or a minimum charge in accordance with the Fee Schedule will be applicable.

FEE SCHEDULE

Service	Estimated Quantity	Unit Fee	Estimated Cost
Atlantic Testing Laboratories			
Technical Personnel			
Project Manager	2	\$110.00 / Hour	\$220.00
Engineer - Floor Flatness with Equipment	2	\$550.00 / Event	\$1,100.00
Special Inspector : Concrete	4	\$590.00 / Day	\$2,360.00
Special Inspector : Concrete	--	\$372.00 / Half Day	If Requested
Special Inspector : Steel - Shop and Field	4	\$765.00 / Day	\$3,060.00
Technical Report Review	14	\$50.00 / Report	\$700.00
Technician : Concrete	--	\$520.00 / Day	If Requested
Technician : Concrete	--	\$325.00 / Half Day	If Requested
Laboratory Testing			
Concrete and Aggregate - ASTM C 39: Compressive Strength Test or Hold Cylinder (fabricated by ATL)	48	\$20.00 / Cylinder	\$960.00
Miscellaneous			
Sample Pickup - When no other services are performed	4	\$35.00 / Trip	\$140.00
Travel - Includes Labor and Mileage	10	No Charge	
Subtotal Atlantic Testing Laboratories			\$8,540.00
ATL Engineering, P.C.			
Technical Personnel			
Professional Engineer	2	\$145.00 / Hour	\$290.00
Subtotal ATL Engineering, P.C.			\$290.00
Estimated Cost			\$8,830.00

NOTES TO THE FEE SCHEDULE

The Estimated Cost is based on the foregoing Scope of Services and Fee Schedule, and is not intended to be a not-to-exceed amount. Further, the estimated quantities are based upon the project drawings and specifications. The actual cost for ATL services is subject to change should the project require additional site work time, laboratory analyses, and/or report preparation time. The actual number of laboratory analyses and hours expended will be dependent upon field conditions and/or direction by the CLIENT.

The Unit Fees are valid through February 13, 2026. On this date and annually thereafter, an escalation rate of 3.5% will be applied.

As used in this schedule:

A standard half-day is defined as time on-site up to a 4-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

A standard day is defined as time on-site up to an 8-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

Services provided for 4 or more hours outside the standard day, as defined above, are subject to a night differential.

Unless otherwise stated in the Fee Schedule, daily overtime rates are calculated by dividing the daily rate by 8 and multiplying by 1.50 and hourly overtime rates are calculated by multiplying the hourly rate by 1.50. Services performed on Saturdays and Sundays/Holidays will be invoiced at 1.50 and 1.75 times the unit fees, respectively. Travel performed on Saturdays/Sundays/Holidays may be invoiced at 1.25 times the unit fees.

Travel charge and sample pickup are inclusive of labor and mileage for the referenced project site. Rates for ATL personnel are for time on-site only and are not invoiced portal-to-portal. Travel that is required by ATL to other locations will be invoiced at a separate rate, based on the distance traveled and time expended.

The fee for ASTM C 39 includes the handling and final curing outlined in ASTM C 31. All cylinders fabricated will be invoiced at the unit fee noted in the fee schedule.

AGREEMENT
SPECIAL INSPECTION AND CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SERVICES

This AGREEMENT is by and between

MARCH Associates Architects & Planners, P.C.
258 Genesee Street, Suite 300
Utica, New York 13502

Herein referred to as "CLIENT" and

Atlantic Testing Laboratories, Limited
6431 US Highway 11
Canton, New York 13617

Herein referred to as "ATL", who agree as follows:

A. **DECLARATIONS:** CLIENT by virtue of the mutual execution of this AGREEMENT retains ATL to provide Special Inspection and Construction Materials Engineering and Testing Services associated with CLIENT's project (herein referred to as the "PROJECT"), and described as follows:

Union Station & REA Wing - Renovation
321 Main Street
Utica, Oneida County, New York

B. **SERVICES:** ATL will provide Special Inspection and Construction Materials Engineering and Testing Services for the PROJECT in accordance with the attached Scope of Services.

C. **FEES:** All services provided for the PROJECT will be invoiced in accordance with the attached Fee Schedule.

D. **PAYMENT TERMS:** Invoices will be submitted in accordance with the attached Scope of Services and Fee Schedule for the actual services rendered. Invoices are due when rendered and payable in US dollars. Accounts past due 10 days are subject to a service charge of 1.5% per month or an annual percentage rate of 18%.

E. **CONTRACT DURATION:** This AGREEMENT shall continue in force until ATL has completed its Scope of Services for the PROJECT and has received final payment in full, unless terminated earlier by mutual agreement or as described hereinafter.

F. **STANDARD TERMS AND CONDITIONS:** The attached Standard Terms and Conditions are a part of this AGREEMENT and are incorporated herein by reference.

This AGREEMENT and its attachments represent the complete and final agreement between CLIENT and ATL. All prior negotiations, representations, and understandings are integrated herein. This AGREEMENT may be amended only by written instrument, signed by authorized representatives of both CLIENT and ATL.

This AGREEMENT and its attached Scope of Services, Fee Schedule, and Standard Terms and Conditions are hereby accepted, agreed upon, and signed by an authorized representative of each party.

ACCEPTED BY:

ATLANTIC TESTING LABORATORIES, Limited

ACCEPTED BY:

**MARCH Associates Architects & Planners,
P.C.**

Signature

Marijean B. Remington, CEO

Printed Name and Title

Date

Signature

Printed Name and Title

Date

STANDARD TERMS AND CONDITIONS

1. Definitions.

ATL – Atlantic Testing Laboratories, Limited, with its Corporate Offices located at 6431 US Highway 11, Canton, New York 13617. The firm retained to provide the services under this AGREEMENT.

CLIENT – The Entity or person with whom ATL has entered into this AGREEMENT for the services to be provided under this AGREEMENT.

OWNER – The Entity or person that possesses ownership rights and control over the PROJECT.

2. Right of Entry. CLIENT will provide or arrange for right of entry of the employees, agents, or subcontractors of ATL to perform and complete the work that is the subject of this AGREEMENT.

CLIENT authorizes and/or will coordinate authorization for ATL and/or its representatives to enter and examine the subject property and/or subject building(s) and if applicable, to extract samples for subsequent laboratory analysis, in accordance with the Scope of Services made part of this AGREEMENT.

Further, CLIENT authorizes ATL to make oral and/or written inquiry of appropriate federal, state, and local government agencies or authorities in respect to the services being rendered.

3. Jobsite Activities. In no event shall ATL be responsible or liable for construction means and methods, jobsite superintendence, construction sequencing and/or coordination, or general safety in, on, or about the jobsite.

4. Health and Safety. ATL and its employees, agents, and subcontractors shall be afforded safe access to and on the project site in accordance with all applicable federal and state safety laws and regulations, including, but not limited to, relevant provisions of the OSHA standards. The more stringent of those or any site specific health and safety programs and procedures shall prevail.

In addition to the laws, standards, and regulations above, the OWNER, or CLIENT, as the OWNER's representative, and any agents thereof, including contractors and subcontractors, shall adhere to all applicable safety requirements while within the exclusion zone work area established by ATL.

5. Standard of Care. Services provided by ATL under this AGREEMENT will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the industry performing similar services using recognized methodologies in the same or comparable locality.

6. Tests, Data, and Reports. In accepting reports of tests, data, and/or observations provided pursuant to this AGREEMENT, CLIENT acknowledges that the extent of ATL's obligation with respect thereto is limited to furnishing of such tests, data, and/or observations which shall not be used by others to determine acceptance of any construction work, nor shall it relieve the contractor in any way from his obligations and responsibilities to conduct the work in conformance with the PROJECT plans and specifications.

7. Ownership and Reuse of Instruments of Service. All data compilation, reports, photographs, and/or drawings produced by ATL as instruments of service, in accordance with this AGREEMENT, shall not be used or reused for

unrelated extrinsic purposes by either CLIENT or ATL, without the prior written consent of the other party.

CLIENT agrees to compensate ATL, in accordance with the terms of this AGREEMENT, for all documents and other work produced by ATL as instruments of service. Failure to compensate ATL for services rendered under this AGREEMENT forfeits CLIENT's right to Ownership and use of ATL's instruments of service for any purpose.

ATL shall not be responsible for the interpretation and/or misuse by others of the instruments of services furnished by it. CLIENT agrees to release and hold ATL harmless from and against all claims, damages, losses, and expenses arising from the interpretation and/or misuse by others of instruments of service provided by ATL.

ATL will retain all pertinent records relating to the services performed in accordance with ATL's record retention policy. The records will be made available to CLIENT at all reasonable times, upon written request, and for the cost of retrieval and reproduction.

8. Hidden Conditions. A condition is hidden if it is concealed or is not capable of detection by reasonable visual observation. If ATL recognizes that a hidden condition may exist, ATL will notify CLIENT. ATL shall not be responsible for any costs or liabilities resulting from hidden conditions.

9. Hazardous Wastes. CLIENT shall advise ATL of any known hazardous wastes or hazardous substances existing at or near the site at which ATL is to perform work. If ATL discovers hazardous wastes or hazardous substances after it undertakes the PROJECT, or if ATL discovers the nature or extent of hazardous wastes or hazardous substances differs materially from what CLIENT initially advised, ATL's Scope of Services, Schedule, and Fees made part of this AGREEMENT shall be adjusted, as mutually agreed by CLIENT and ATL.

If reportable quantities of petroleum product and/or chemical contamination are discovered on the PROJECT site during performance of the work tasks described herein, or during any subsequent work completed at the PROJECT site, the appropriate local, state, and/or federal agencies must be notified, as required by law. ATL will make a reasonable attempt to notify CLIENT when reportable quantities are discovered. The OWNER, or CLIENT, as the OWNER's representative, is responsible for providing notification to the proper authorities.

ATL shall have no responsibility for the presence, discovery, handling, removal, or disposal of, or exposure of persons to, hazardous wastes or hazardous substances at the PROJECT site. CLIENT shall indemnify and hold harmless ATL from any liability, loss, damage, or expense arising out of or related to the presence or discovery of hazardous wastes or hazardous substances on the PROJECT site.

The ownership of and responsibility for all contaminated materials, hazardous materials, hazardous wastes, and hazardous substances generated, released, uncovered, transported, and/or collected during the work tasks referred to herein will remain with the OWNER.

10. Limitations of Liability. To the fullest extent permitted by law, CLIENT agrees to limit the liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders for any and all claims, losses, damages, expenses or claim expenses (including attorneys' fees) arising out of this AGREEMENT, from any cause or causes whatsoever, so that the total aggregate liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders shall not exceed ATL's total fee for services rendered under this AGREEMENT, or \$50,000, whichever is greater and regardless of the legal theory under which liability is imposed. Such causes by way of example include, but are not limited to: (a) professional negligence, including errors, omissions, or other professional acts; (b) strict liability; (c) breach of contract; (d) environmental contamination resulting from handling, transport, storage, discharge, dispersal or release of hazardous materials; and (e) including without limitation, CLIENT claims of contribution and indemnification with respect to third-party claims.

ATL will not be responsible for any loss, damage, or liability arising from acts or omissions by the CLIENT or OWNER, or any agents, staff, contractors, or other consultants thereof.

Relevant to ATL services provided under this AGREEMENT, CLIENT shall provide ATL with immediate written notification of event or actions that may result in any liability claims, damages, losses, and expenses.

11. Waiver of Consequential Damages. Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law, CLIENT and ATL waive incidental, indirect, and consequential damages (such as loss of business, loss of income, lost revenues, lost profits, loss of financing, loss of use, and loss of reputation) for claims, disputes, or other matters arising out of or relating in any way to the PROJECT or to this AGREEMENT. This mutual waiver is applicable, without limitation, to all consequential damages that either party may have incurred or may incur, whether arising in contract, tort (including negligence), warranty, strict liability, equity, or that may arise out of or be asserted as a part of a third-party claim.

12. Insurance. ATL represents that it, together with its agents and staff, are protected by worker's compensation insurance, and that ATL has such coverage under public liability and property damage insurance policies ATL deems to be adequate. Certificates for any such policies of insurance will be provided to CLIENT upon written request.

CLIENT recognizes that ATL's insurance policies may contain certain exclusions, including, but not limited to, those for certain claims arising from the discharge, dispersal, release, or escape of pollutants.

13. Dispute Resolution. If a dispute arises out of this AGREEMENT, CLIENT and ATL agree to pursue resolution through good faith discussion and negotiation or other mutually agreed dispute resolution process, including mediation, before instituting litigation.

In the event legal action is necessary to enforce the payment terms of this AGREEMENT, ATL shall be entitled to collect from CLIENT any judgment or settlement sums due plus reasonable attorney's fees, court costs, and other expenses incurred by ATL for such collection action.

14. Termination. ATL or CLIENT may terminate this AGREEMENT for convenience and without cause. Upon receipt of termination notice, ATL will stop work on all services included in this AGREEMENT. CLIENT shall pay ATL for all services performed up to the date of termination notice, plus reasonable termination expenses and fees. Receipt of final payment is a condition precedent to delivery of instruments of service owed up to the date of termination notice. Upon termination for convenience, the terminating party shall have no further rights or remedies.

In the event of failure by either party to perform in accordance with the terms hereof, either party may terminate this AGREEMENT for cause, upon written notice. Such termination may be rescinded by the terminating party if that substantial failure has been remedied within a reasonable period of time.

15. Delay. Neither CLIENT nor ATL will be liable to perform services provided for under this AGREEMENT when such performance is delayed or prevented by an occurrence beyond the control and without fault or negligence of either CLIENT or ATL.

In no event shall ATL be liable or responsible to the CLIENT, its respective shareholders, directors, officers, employees, consultants, contractors, and agents, or OWNER, for or on the account of any stoppage or delay to the PROJECT resulting from the tests, data, results, and/or findings furnished by ATL through performance of the services under this AGREEMENT.

In the event of PROJECT suspension, or delay for more than three months, ATL may elect to finalize all tests, data compilation, analysis, and reports to complete services performed to the date of suspension or delay. CLIENT agrees to compensate ATL, in accordance with the terms of the agreement, for all services completed and other work produced by ATL as instruments of service.

16. Non-Solicitation. During the term of this AGREEMENT and for a period of twelve (12) months thereafter, neither party will actively recruit, solicit, or otherwise attempt to hire the employees of the other party without prior written consent from the other party. Notwithstanding the foregoing, neither party shall be in default of this provision, as a result of: (a) employment advertising in periodicals of general circulation or other general solicitations that are not specifically targeted at the employees of the other party; or (b) hiring of any employees that responds to any such advertising or other general solicitations or as an unsolicited walk-in candidate.

17. Successor and Assigns. CLIENT and ATL each bind themselves, their partners, successors, assigns, and legal representatives to the other party of this AGREEMENT and to the partners, successors, assigns, and legal representatives of such other party, in respect to all covenants of this AGREEMENT. Neither CLIENT nor ATL shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

18. Governing Law and Venue. This AGREEMENT shall be governed and construed in accordance with the laws of the State of New York without regard to any conflicts of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this AGREEMENT shall be resolved or adjudicated in the State of New York.

End of Standard Terms and Conditions

Contract No. _____
Project No. _____
Change Order No. _____
Effective Date Upon Execution

CHANGE ORDER

This Change Order modifies the Consulting Services Agreement, entered into the X day of Month Year, between the County of Oneida (“County”) and Atlantic Testing Laboratories, Limited (“Consultant”) as follows:

1. **Change in Services:**
 - 1.1.
2. **Change in time of Performance** (attach schedule if appropriate):
 - 2.1.
3. **Change in Consultant’s Compensation:**
 - 3.1.

All other terms and conditions, not inconsistent hereto, remain unchanged.

COUNTY

CONSULTANT

Signature

Anthony J. Picente, Jr.
Oneida County Executive

Date:

Approved

Signature

Andrew Dean
Deputy County Attorney-Administration

Signature

MariJean B. Remington
Chief Executive Officer

Date:



6035 Corporate Drive
East Syracuse, New York 13057
(315) 701-0522
(315) 701-0526 (Fax)
www.cmeassociates.com

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)
Page 1 of 3

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 (Troxler Certified) (0 to 4 hours).....	0	Half-days	\$290.00	\$00.00
Soil Testing Technician (Troxler 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**

<u>Cast-In-Place Concrete Technician</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Fee</u>	<u>Estimated Cost</u>
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
<u>Special Inspection Services</u>				
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
<u>Expense, Other Services, Expendables and Miscellaneous</u>				
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", written over a circular stamp.

Lisa Manzi

Office Administrator

Printed Name and Title

Date Signed (Agreement Date)

CN.lam

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

STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES AGREEMENT

Page 1 of 3

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.
CME Proposal/Agreement No.: 02.7104R(1)



STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES AGREEMENT

Page 2 of 3

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.

**Client: Oneida County c/o March Associates Architects & Planners, P.C.
CME Proposal/Agreement No.: 02.7104R(1)**



STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES AGREEMENT

Page 3 of 3

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.

**Client: Oneida County c/o March Associates Architects & Planners, P.C.
CME Proposal/Agreement No.: 02.7104R(1)**





Department of State

Division of Corporations

Entity Information

Return to Results

Return to Search

Entity Details



ENTITY NAME: ATLANTIC TESTING LABORATORIES, LIMITED
DOS ID: 498322
FOREIGN LEGAL NAME:
FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC BUSINESS CORPORATION
DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTION OF LAW: -
ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 07/03/1978
REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 07/03/1978
INACTIVE DATE:
FOREIGN FORMATION DATE:
STATEMENT STATUS: CURRENT
COUNTY: ST. LAWRENCE
NEXT STATEMENT DUE DATE: 07/31/2026
JURISDICTION: NEW YORK, UNITED STATES
NFP CATEGORY:

ENTITY DISPLAY NAME HISTORY FILING HISTORY MERGER HISTORY ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: ATLANTIC TESTING LABORATORIES, LIMITED
Address: 6431 US HIGHWAY 11, CANTON, NY, UNITED STATES, 13617

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name: MARIJEAN B REMINGTON
Address: 6431 US HIGHWAY 11, CANTON, NY, UNITED STATES, 13617

Principal Executive Office Address

Address: 6431 US HIGHWAY 11, CANTON, NY, UNITED STATES, 13617

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share
PAR VALUE	100,000	\$0.01000
PAR VALUE	100,000	\$0.01000
NO PAR VALUE	20,000	\$0.00000
PAR VALUE	100,000	\$0.01000

ONEIDA COUNTY BOARD OF ACQUISITION AND CONTRACT

RESOLUTION NO.

RE: ACCEPTANCE OF A PROPOSAL FROM ATLANTIC TESTING LABORATORIES, LIMITED FOR THE PROVISION OF SPECIAL INSPECTION AND CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES FOR THE UNION STATION & REA WING RENOVATION PROJECT

WHEREAS, This Board is in receipt of a proposal from Atlantic Testing Laboratories, Limited, for an amount not to exceed \$8,830.00, for the provision of special inspection and construction materials engineering and testing services for the Union Station & REA Wing Renovation Project, and

WHEREAS, Said proposal must be approved by the Oneida County Board of Acquisition and Contract, now, therefore, be it hereby

RESOLVED, That the Oneida County Board of Acquisition and Contract hereby accepts the proposal from Atlantic Testing Laboratories, Limited, in the sum of \$8,830.00, for the provision of special inspection and construction materials engineering and testing services for the Union Station & REA Wing Renovation Project.

DATED:

Adopted by the following vote:
AYES NAYS ABSENT