

The County of Onondaga (County) and *<Engineer's Name>* (Engineer), *<Engineer's Address>* understand and agree that:

TERM

The term of this agreement shall be *<Start Date>* through *<End Date>*.

This agreement may be terminated without cause, by County or Engineer, by either's giving written notice of termination to the other at least 30 days in advance of termination. This agreement may be terminated for cause, by County, by County's giving written or oral notice of termination to Engineer at any time.

Except as is otherwise stated in this agreement, neither County nor Engineer shall have or make any claim for damages against the other for the other's terminating this agreement.

SCOPE OF SERVICES

Engineer shall provide the goods, equipment, work, or services being *<Description of Goods, Equipment, Work, or Services>*.

No goods, equipment, work, or services may be provided under this agreement until County and Engineer have signed the writing of this agreement and notice to proceed has been given to Engineer by County.

COMPENSATION

County shall pay Engineer, in consideration of all goods, equipment, work, or services furnished by Engineer under this agreement, an amount not to exceed \$*<Contract Amount>*.

All payment shall be made in accordance with procedures established by County's comptroller. *<Name of County Department>*, is hereby designated to act on behalf of County in directing and reviewing Engineer's services. Engineer shall report directly to *<Name of Person>*, or other designee.

DEFEND, INDEMNIFY, AND HOLD HARMLESS

To the fullest extent permitted by law, Engineer shall defend, indemnify, and hold harmless County and any person for whose acts or omissions County is legally responsible (County's Person) against and from:

any claim that County or County's Person is legally liable for damages arising from injury to person or property which occurred during the performance of this agreement or in connection with or collateral to this agreement and was caused in whole or in part by the culpable conduct of

Engineer or any person for whose acts or omissions Contactor is legally responsible (Engineer's Person) or any subcontractor of Engineer (Engineer's Subcontractor) or any person for whose acts or omissions Engineer's Subcontractor is legally responsible (Subcontractor's Person); and

any reasonable and necessary expense, cost, or fee, including attorney's fee, incurred by County in County's defending County or County's Person against or incident to any claim that County or County's Person is legally liable for damages arising from injury to person or property which occurred during the performance of this agreement or in connection with or collateral to this agreement and was caused in whole or in part by the culpable conduct of Engineer or Engineer's Person or Engineer's Subcontractor or Subcontractor's Person; and

any damages for which County or County's Person is legally liable arising from injury to person or property which occurred during the performance of this agreement or in connection with or collateral to this agreement and was caused in whole or in part by the culpable conduct of Engineer or Engineer's Person or Engineer's Subcontractor or Subcontractor's Person.

LIABILITY INSURANCE

Engineer shall obtain, from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A. M. Best Company, Inc. financial strength rating of A- or better and an A. M. Best Company, Inc. financial size category of XV, personal injury liability insurance, as personal injury liability insurance is defined by New York State's Insurance Law § 1113 (a) (13), and property damage liability insurance, as property damage liability insurance is defined by New York State's Insurance Law § 1113 (a) (14), covering and applying to legal liability of the insured for damages, and to loss, damage, or expense incident to a claim of such liability, arising out of the death or injury of any person or out of injury to the economic interests of any person as the result of negligence in the rendering expert, fiduciary, or professional service or out of the loss or destruction of or damage to property, that occurs in the performance of, or in connection with, or collateral to, this agreement.

Engineer shall obtain the personal injury liability insurance and the property damage liability insurance by insurance contract or contracts, as insurance contract is defined by New York State's Insurance Law § 1101 (a) (1), specified and described in this agreement. Each insurance contract shall name Engineer as the insured in its declarations. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to name, make, and add County as additional insured so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to County, as primary to, and not seek contribution from, any other insurance available to County by any other insurance contract naming County as the insured. Each insurance contract shall be endorsed by the insurer

to obligate the insurer to give County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to County's Department of Law, John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, NY 13202. Each insurance contract shall be approved and accepted by County.

Engineer shall obtain these insurance contracts:

Commercial general liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, however arising, in a minimum amount of *<\$1 million>* for each occurrence of, and in a minimum amount of *<\$2 million>* for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Automobile liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership, maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in a minimum amount of *<\$1 million>* for each occurrence of, and in a minimum amount of *<\$2 million>* for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Umbrella liability insurance contract that obligates the insurer to provide personal injury liability insurance and property damage liability insurance, in excess of that personal injury liability insurance and property damage liability insurance provided by any commercial general liability insurance contract, automobile liability insurance contract, and professional liability insurance contract required by this agreement, in a minimum amount of *<\$1 million / \$5 million / \$10 million>* for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Professional liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, in a minimum amount arising out of the insured's business, trade, occupation, or practice of a profession for which a license is required by a governmental authority of the state of New York, in a minimum amount of *<\$2 million>* for each occurrence of, and in a minimum amount of *<\$4 million>* for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Engineer shall deliver to County's Department of Law, before this agreement may be made or performed, and from time to time as is reasonable, as evidence that Engineer has obtained the insurance as required by this agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Engineer and copies of the declarations of each insurance contract referred to in the form certificate of insurance. At the request of County, Engineer shall deliver to County's Department of Law a copy of any insurance contract required by this agreement.

WORKERS' COMPENSATION AND DISABILITY BENEFITS

This agreement shall be void and of no effect unless Engineer and other person or entity making or performing this agreement shall secure compensation for the benefit of, and keep insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

Engineer shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Engineer, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Engineer's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Engineer, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Engineer, and other person or entity making or performing this

agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Engineer, and other person or entity making or performing this agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Engineer, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5. Board form DB-120.1, subscribed by the insurer, showing that Engineer, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Engineer, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Engineer, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

ASSIGNMENT

Engineer is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement, or Engineer's right, title, or interest in this agreement, or Engineer's power to execute this agreement, to any other person or entity without the previous consent in writing of County.

INDEPENDENT CONTRACTOR

Engineer is an independent contractor. Neither Engineer, nor Engineer's officers, employees, agents, or servants shall hold themselves out as, or claim to be, officers, employees, agents, or servants of County.

CONFLICT OF INTEREST

At the time Engineer submits a bid, or if no bid is submitted, prior to performing any services under this agreement, Engineer shall deliver to County's Department of Law, the attached affidavit certifying that Engineer has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to County. The affidavit shall further state that in rendering services to County no persons having any such interest shall be employed by Engineer. Engineer assumes full responsibility for knowing whether Engineer's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to County.

During the course of performing services for County, Engineer shall disclose immediately to County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Engineer, Engineer's officers, Engineer's employees, Engineer's agents, and Engineer's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and Engineer's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement. In the event of an apparent or actual conflict of interest during the course of performance, Engineer shall suspend all work and services, and County's payments to Engineer shall be suspended pending final approval by County or County's Board of Ethics. If the conflict cannot be resolved to the satisfaction of County, County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Engineer, and Engineer shall disclose the same. Engineer shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project. Engineer shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than County for work on the project to which this agreement pertains. If applicable, Engineer shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest of Engineer's officers, Engineer's employees, Engineer's agents, or Engineer's servants shall be deemed a conflict of interest of Engineer, giving rise to the duty to disclose.

Engineer shall not disclose any data, facts or information concerning services performed for County or obtained while performing such services, except as authorized by County in writing or as may be required by law.

LICENSES AND PERMITS

Engineer shall obtain at Engineer's own expense all licenses or permits required for Engineer's services or work under this agreement, prior to the commencement of Engineer's services or work.

APPROPRIATIONS

This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.

AGREEMENT MODIFICATIONS

This agreement represents the entire and integrated agreement between County and Engineer and supersedes all prior negotiations, representations or agreements either written or oral. This agreement may be amended only by a writing signed by County and Engineer.

SEVERABILITY

If any term or provision of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.

CLAUSES REQUIRED BY LAW

Each and every provision of law and clause required by law to be part of this agreement shall be deemed to be part of this agreement and to have been inserted in this agreement, and shall have the full force and effect of law.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a court of competent jurisdiction in Onondaga County or the Northern District of New York, and Engineer consents to such jurisdiction. County does not agree to arbitration.

SUSPENSION AND DEBARMENT

Engineer certifies that, except as noted, Engineer and any person associated with Engineer in the capacity of owner, partner, director, officer, or major stockholder is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

IN WITNESS WHEREOF, County and Engineer have executed the writing of this agreement on the dates hereafter written.

County of Onondaga

Dated: _____, 20__

By: _____
Joanne M. Mahoney, County Executive

<Engineer's Name>

Dated: _____, 20__

By: _____

Print Name and Title

Conflict of Interest Affidavit

State of _____)
County of _____) ss.:

_____, being duly sworn, deposes and says:
Print Name

<*Engineer's Name*> (Engineer) agrees that Engineer has no interest and will not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of the services to be rendered to the County of Onondaga (County).

Engineer further agrees that, in the rendering of services to County, no person having any such interest shall knowingly be employed by Engineer.

Engineer's Signature

Sworn to before me on this
day of _____ 20 .

Notary Public Signature