



**PURCHASING DEPARTMENT**

**COUNTY OF STEUBEN**

**3 East Pulteney Square  
Bath, New York 14810  
607-664-2484**

**Request for Quotation**

**On-Site (Mobile) Industrial Hearing Evaluations with Reports and Summaries;  
Document #GC-23-035-Q**

Notice is hereby given that the Public Works Committee of the Steuben County Legislature and the Steuben County Department of Public Works will receive quotes per specifications for On-Site (Mobile) Industrial Hearing Evaluations with Reports and Summaries.

Specifications and proposal forms are available at the Steuben County Purchasing Department, 3 East Pulteney Square, Bath, New York 14810. Telephone number: 607-664-2484. These documents are also available on the Steuben County website at [www.steubencountyny.org](http://www.steubencountyny.org).

Interested parties assume all responsibility and must satisfy themselves that their request for mailed specifications is executed.

Quotations on our prepared forms will be received until **1:30 P.M.** local time on Tuesday, November 28, 2023 at the Purchasing Department, at which time they will be opened and publicly read.

Interested parties may contact Andrew G. Morse, Steuben County Department of Purchasing, 3 East Pulteney Square, Bath, New York 14810. Telephone number: (607)-664-2484.

November 15, 2023

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Andrew G. Morse  
Director of Purchasing

# Request for Quotation

On-Site (Mobile) Industrial Hearing Evaluations with Reports and Summaries  
Document #GC-23-035-Q

## 1. **Project Description:**

Steuben County requests a quote for the following services:

One Day per Year, On-Site Mobile Industrial Hearing Evaluation Services with Program Oversight, Reports and Summaries, and Standard Threshold Shift Review and Reporting. The quote shall be for the evaluation of 120 to 150 people, with an additional per-person rate over 150 people.

Location of On-Site Testing: Steuben County Department of Public Works, Mt. Washington Shop (Station #3), 7029 County Route 113 Bath, New York 14810

Additional requirements:

1. All evaluations shall be performed in compliance with OSHA 29 CFR 1910.95, as well as Steuben County policy.
2. Establish baseline evaluation for employees within 1 (one) year of employment.
3. Evaluated employees shall be informed, in writing, of an explanation of the evaluation results, and will receive said results when signed for at the Steuben County office that receives employee health records.
4. A baseline comparison shall be made with each annual evaluation verifying test validity and determining the presence of a Standard Threshold Shift (STS) with permitted age correction allowance.
5. Upon discovery of a STS, the vendor will notify Steuben County that the employee must be re-evaluated by a local audiologist within 30 days from the original test. This time provision is exempted if a medical or other reason mandates an extension of time. Steuben County is responsible for supplying the evaluation to the local audiologist for comparison.
6. A physician or audiologist will determine the need for further testing for identified problem audiograms. The physician or audiologist may be required to determine the work relatedness of the STS.
7. Frequencies at which the evaluations of each ear will be performed at are: 500, 1000, 2000, 3000, 4000, and 6000 Hz.
8. Audiometer shall meet ANSI s3.6-1969 and, pulse-tone and self-recording audiometers shall meet 29 CFR 1910.95 Appendix C requirements.
9. The hearing evaluation company shall maintain records of:
  - 1) Employee name, number, and position
  - 2) Date of audiogram
  - 3) Testing conductor's name
  - 4) Date of most recent acoustic or exhaustive calibration
  - 5) Employee's most recent noise exposure

10. All testing results and other information shall be in protected digital format and provided to the Steuben County department responsible for maintaining employee health records.
11. Quotation will include but, not be limited to, CAOHC credentials for staff performing audiometric exams as well as certification or licensure documents for any physician or audiologist with oversight of this program.  
This person should also be certified by CAOHC in Professional Services concerning occupational hearing.
12. The audiologist must be a licensed and/or certified doctor of audiology and be certified as a professional supervisor of audiometric monitoring programs. They must also be able to show knowledge of occupational audiometric problems, and be knowledgeable in OSHA and PESH regulations.
13. Examiners performing tests shall be a Certified Occupational Hearing Conservationist.

2. **Award of Quote:**

For the purposes of this quote and subsequent award(s), it is intended that award(s) be made to the lowest total price quoted.

- a. Award(s) shall only be made to quotes submitted by qualified, responsive and responsible responders who sufficiently meet the terms, conditions and specifications stated herein. However, under all circumstances and all statements to the contrary notwithstanding, Steuben County reserves as its right, the right to determine award(s)/awardee(s) in accordance with the best interest of Steuben County.
- b. Award of the quote is not made at the quote opening. Receipt of quotes by the County shall not be construed as authority to bind the County.

3. **Regulations and Permits:**

The contractor shall comply with all provisions of the rules, regulations and orders of the Federal, State and local governmental agencies applicable to the work under this contract. It shall be the obligation of the contractor to keep informed of all government regulations.

Contractor shall apply and pay for any and all permits and licenses that may be required under this contract.

4. **Addendum/addenda:**

- a) If an addendum has been issued prior to the County's receipt of quotes Steuben County shall attempt to notify potential responders known to have received these documents and whose contact information is on file with the County.

Steuben County does not ensure the potential responder receipt of addendum.

It shall be the responsibility of each responder, prior to submitting its quote to contact the Director of Purchasing, 607-664-2484, to determine if an addendum has been issued.

- b) Addenda shall be available for review and/or copy at the Purchasing Department, Steuben County Office Building, 3 East Pulteney Square, Bath, NY.

- c) Contractors are required to sign, date, and include the addendum with their quote submission.

5. **Insurance:**

- a) This quote document includes an information sheet entitled: Steuben County Standard Insurance Requirements and Certificate of NYS Worker's Compensation Insurance Coverage. These requirements establish the minimum insurance(s) which the awardee(s) shall have in effect prior to entering into a contract to do business with Steuben County. Said insurance(s) are required to remain in effect throughout the term of the contract(s). In the event that the awardee's insurance lapses during the term of the contract, the County reserves, as its right, the right to cancel the awardee's contract(s) and to purchase the contracted product(s)/ service(s) on the open market; with any increase in cost(s) to Steuben County being charged to the awardee. Credit shall not be issued to the awardee where open market cost(s) to the County are less than the cost(s) contracted with the awardee.

- b) Additional Insured, Certificate Holder and Document Number-

- 1) Steuben County shall be named as an additional insured for purposes of coverage on a direct, primary, and non-contributory basis in the contractor's policy for all intents and purposes of contract(s) issued as a result of an award of this quote.

Additional insured shall only read as- Steuben County, 3 East Pulteney Square, Bath, NY 14810.

- 2) Certificate Holder shall only read as- Steuben County, 3 East Pulteney Square, Bath, NY 14810.

- 3) The document number and the quote shall be referenced in the description / additional comments section of the Certificate of Insurance form.

- c) Each awardee shall submit an original of its Certificate of Insurance and NYS Worker's Compensation Insurance Coverage form (which indicates the contractor's compliance with the above sections to the following: Steuben County Buildings & Grounds Department, 3 East Pulteney Square, Bath, New York 14810.

- d) The Certificate of Insurance and NYS Worker's Compensation Insurance Coverage form must be approved by the Steuben County Risk Manager prior to the contractor's acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.

- e) Self-employed persons must carry such Worker's Compensation coverage as directed by the Steuben County Risk Manager. Awardee shall submit an original Certificate of NYS Worker's Compensation Insurance Coverage form which indicated the contractor's compliance, to be approved by the County Risk Manager prior to the contractor's acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.

- f) Workers' Compensation Insurance Exemption— Contractors claiming to be exempt from the requirement to carry/provide Workers' Compensation Insurance shall submit a fully executed CE-200 form; the form to be complete, notarized, and stamped as received by the New York State Workers' Compensation Board.
- g) OSHA Training— Wherein a contractor and Steuben County are both parties to a contract involving a public works project with an aggregate dollar value of two hundred and fifty thousand dollars (\$250,000.00) or more; said contract shall be understood, by all parties, to include "the provisions that all of the contractor's and sub contractors laborers, workers, and mechanics shall be certified as having successfully completed a ten (10) hour OSHA approved course in construction safety and health." Such requirement having been mandated by the New York State Laws of 2007, chapter 282.

In those instances where a bid/RFP/quote submittal is required, said certification(s) shall be included with the bidder's/proposer's/responder's submittal. The contractor shall not allow participation in the contracted work by its non-certified staff; i.e. all of the contractor's non-certified laborers, workers, and mechanics.

6. **Labor Rates:**

In accordance with the provisions of the New York State Labor Law, the wages and supplements to be paid by the contractor to workers, laborers and mechanics for work performed pursuant to the terms of the contract as shall be awarded as a result of this solicitation shall not be less than the prevailing rate of wages, including supplements in effect at the time the contract work is performed. Steuben County has applied to the New York State Department of Labor for a wage rate determination for this project and a prevailing wage rate case has been opened. A copy of the prevailing rate schedule with the current schedule of wages and supplements to be paid for work performed pursuant to said contract, as provided by the Commissioner of Labor, is included in Appendix "A" to these specifications. At its expiration, the County will apply for an extension to the estimated completion date. It is understood and agreed, however, that the said schedule is subject to revision by the Commissioner of Labor and that the contractor shall be obligated to and shall pay to all workers, laborers and mechanics not less than the wages and supplements outlined in the schedule which shall be in effect at the time the work under this resulting contract is performed. Such revised schedule(s) shall be annexed to and form part of the resulting contract for the work.

In the event that any other occupation not mentioned in the annexed schedule of the classifications shall be required in the execution of the aforesaid work, supplementary wage schedules shall be requested from the Commissioner of Labor and such supplementary schedules shall, upon notice of the contractor, become and be a part of the wage schedule embodied in the resulting contract.

The most current schedule of wages shall be posted at the job site as required by law.

It is suggested that contractors familiarize themselves with all the other requirements of the New York State Labor Law.

7. **Sales Tax Exemption:**

The County is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties within the State of New York.

8. **Contract Period:**

This is a one (1) year term contract effective after approval by the County, with the opportunity for up to four (4) one year renewals, upon mutual consent of both parties. Hearing Testing will take place in October or November of each year. Finalized date to be coordinated with Steuben County.

9. **Project Manager:**

This contract will be performed under the direction of the Deputy Commissioner of Public Works in conjunction and coordination with the Public Works hearing conservation program administrator, John Eggleston.

10. **Non-Collusive Bidding Clause and Certificate:**

Clause – “By submission of this quote, each responder and each person signing on behalf of any quote certifies, and in the case of a joint quote, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- a) The prices in this quote 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 proposer or with any competitor;
- b) Unless otherwise required by law, the prices which have been quoted in this quote have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the responder prior to opening, directly or indirectly, to any other responder or to any competitor; and
- c) No attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit or not to submit a quote for the purpose of restricting competition.”

The responder shall submit a signed and dated Non-Collusive Bidding Certificate with its quote. Said certificate is mandated by Chapter 956 of the Laws of New York State, pursuant to Section 103-D of the General Municipal Law and included in this document.

11. **Hold Harmless Clause and Form:**

Clause - “Hold Harmless. The agent shall at all times defend, indemnify and hold harmless the County of Steuben and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of agent and in particular as may arise from the performance under this contract. Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this agreement deemed to be in conflict, unless specifically stated otherwise. In the event of an injury by the subcontractor or its

employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.”

The responder shall submit a signed and dated Hold Harmless Clause form with its quote, included in this document.

12. **Prevention of Sexual Harassment:**

Contractor hereby represents that said contractor is in compliance with New York State Labor Law Section 201-g entitled “Prevention of Sexual Harassment”.

Contractor offering to provide services pursuant to this contract, as a Consultant, joint venture consultant, subcontractor, attests that its performance of the services outlined in this contract has a written policy addressing sexual harassment prevention in the workplace and provides training, which meets the New York State Department of Labor’s model policy and training standards, to all employees on an annual basis.

Furthermore, by submission of this Expression of Interest procurement document, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint submission each party thereto certifies its own organization, under penalty of perjury, that the submitter has and has implemented a written policy addressing sexual harassment prevention training to all of its employees. Such policy shall at minimum meet the requirements of Section Two Hundred One – g of the New York State Labor Law (NYS Labor Law §201-g).

13. **Questions Submitted to:**

Questions must be submitted in writing by November 22, 2023 to  
Andrew G. Morse, Director, Steuben County Purchasing Department  
3 East Pulteney Square, Bath, New York 14810. [amorse@steubencountyny.gov](mailto:amorse@steubencountyny.gov).

# Quotation Proposal:

On-Site Industrial Hearing Evaluations with Reports and Summaries  
Document #GC-23-035-Q

Quotation Due Date: On or before 1:30 P.M. on Tuesday November 28, 2023.

To: Andrew G. Morse, Director  
Steuben County Purchasing Department  
3 East Pulteney Square  
Bath, New York 14810

Pursuant to and in compliance with this request for quotation, we the undersigned hereby propose to supply all labor, material, equipment and related items required to perform the above captioned work.

On-Site Industrial Hearing Evaluation Services with Reports & Summaries up to 150 Tests per year:
In toto Price Quoted to Complete Project as specified: \$
Total cost written in words:

On-Site Industrial Hearing Evaluation Services with Reports and Summaries; Price per-person over 150 (not included in total sum) per year:
In toto Price Quoted to Complete Project as specified: \$
Total cost written in words:

Company/Name: (Type/Print)	
Signature:	
Address:	
Telephone Number:	Fax Number:
Email Address:	
Federal Employer Identification Number:	



## NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of 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;
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.

PLEASE PRINT OR TYPE:

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Federal Employer ID #: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Bid Title: \_\_\_\_\_

**HOLD HARMLESS CLAUSE**

The Agent shall at all times defend, indemnify and hold harmless the County of Steuben and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Agent and in particular as may arise from the performance under this contract. Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement deemed to be in conflict, unless specifically stated otherwise. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.”

PLEASE PRINT OR TYPE:

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Federal Employer ID #: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Bid Title: \_\_\_\_\_

## AGREEMENT

**THIS AGREEMENT** made effective the DAY day of MONTH, YEAR by and between the **COUNTY OF STEUBEN**, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions, having its principal place of business in the Village of Bath, Steuben County, State of New York, through its \_\_\_\_\_ Department, herein after called the “County”, and **Company Name**, a Company Type, with an address of \_\_\_\_\_, hereinafter called the “Agent.”

### WITNESSE TH:

WHEREAS, the County has sought to procure \_\_\_\_\_ ; and

WHEREAS, the County and Agent are desirous of entering into an agreement for said purpose, and

WHEREAS, the Agent has the knowledge, skills, and experience necessary to perform these services,

**NOW THEREFORE**, in consideration of the mutual promises and covenants hereinafter contained the parties agree as follows:

1. **SCOPE OF WORK** . \_\_\_\_\_ .
2. **TERM**. The term shall be \_\_\_\_\_ .
3. **CONSIDERATION** . Consideration shall not exceed \_\_\_\_\_ .
4. **INSURANCE** . The Agent agrees to maintain insurance as specified by attached Appendix “A” and shall provide the Steuben County Risk Manager with a certificate of insurance naming Steuben County as an additional insured for purposes of coverage on a direct, primary, and non-contributory basis. All certificates of insurance shall provide that County be given thirty (30) days notice of any intent to cancel coverage. Self-employed persons must carry such Worker’s Compensation coverage as directed by the Steuben County Risk Manager.
5. **COMPLIANCE WITH RULES, REGULATIONS AND LAWS**. It is mutually agreed that all rules, regulations and laws pertaining hereto shall be deemed to be part of this Agreement, and anything contained herein that may be in whole or in part inconsistent therewith shall be deemed to be hereby amended and modified to comply with such legislation, rules, regulations and laws, for and during such time the same shall be in effect, but at no other time. If any provision contained herein is found now or during the life of this Agreement to be null and void, in whole or in part as a matter of law, then said clause or part hereof shall be deemed to be severed and deleted from this Agreement leaving all other clauses or parts thereof in full force and effect. It is further agreed that there shall be no gap in the coverage or applicability of said remaining clauses or parts thereof.

The Agent agrees to comply with the Federal Commercial Drivers License Drug and Alcohol Testing Program requirements set forth in 49 CFR Parts 40 and 382.

**In acceptance of this Agreement, the Agent covenants and certifies that he will comply in all respects with all Federal, State, County or other Municipal Law which pertains hereto regarding**

**work on municipal contracts, matters of employment, length of hours, workers' compensation and human rights.**

6. **CONFIDENTIALITY.** Information relating to individuals who may receive services pursuant to this Agreement shall be confidential and maintained and used only for the purposes intended under this Agreement, in accordance with any applicable State or Federal laws, rules and regulations. The Agent specifically covenants and certifies that it will comply in all respects with the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HIPAA Privacy Rule and the HIPAA Security Rule with respect to the Protected Health Information ("PHI") of clients of the County. For purposes of HIPAA, the Agent shall be referred to as a "Business Associate." **Any Agent who, as part of the work to be performed under this Agreement, will use, disclose or otherwise come into contact with PHI will be required to execute a Business Associate Agreement, which is hereby incorporated her ein and made a part hereof.**

7. **CONFLICT OF INTERESTS.** The Agent hereby stipulates and certifies that there is no member of the Steuben County Legislature or other Steuben County Officer or employee forbidden by law to be interested in the Agreement directly or indirectly, who will benefit therefrom or who is a party thereto.

8. **LICENSES.** The Agent hereby agrees that he will obtain, at his own expense, all licenses or permits necessary for this work, if any are necessary prior to the commencement of said work and shall be solely responsible for paying any and all fines or penalties incurred as a result of any improper or unlicensed services.

9. **INDEPENDENT CONTRACTOR STATUS.** The Agent covenants and agrees that he will conduct himself consistent with his status, said status being that of an independent contractor and that himself, his employees or agents will neither hold themselves out as, nor claim to be an officer or employee of the County of Steuben, for such purposes as, but not limited to, Workers' Compensation coverage, Unemployment Insurance Benefits, Social Security or Retirement membership or credit. The Agent shall have exclusive responsibility for the means, manner, and methods of performing its obligations under this Agreement. For sole purposes of the HIPAA Privacy Rule, the Agent shall be considered a Business Associate.

10. **HOLD HARMLESS.** The Agent shall at all times defend, indemnify and hold harmless the County of Steuben and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Agent and in particular as may arise from the performance under this contract. Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement deemed to be in conflict, unless specifically stated otherwise.

11. **SET-OFF RIGHTS .** The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any money due to the Agent under this Agreement up to any amounts due and owing to the County with regard to any contract with any County department, office or agency.

12. **AUDIT.** The Agent shall take such action, if applicable and as necessary and appropriate, to comply with Federal Circular A-128 or Circular A-133 relative to Single Audit of Federal Financial Assistance. In any event, the Agent shall provide the County with appropriate documentation should the County wish to conduct an audit relative to the expenditure of the funds pursuant to this Agreement.

13. **RECORDS.** The Agent shall submit to County upon request such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data that the County may request concerning work performed or to be performed under this Agreement. All books and records of the Agent shall be available upon request for inspection and/or audit by the County during the time hereof and for a period of six (6) years hereafter.

14. **EXAMINATION OF BUDGET AND APPROPRIATION OF FUNDS.** It is expressly understood by and between the parties that any and all payments made pursuant to the within contract may not be in an amount in excess of the sum appropriated therefore in the Budget. The Agent specifically acknowledges his responsibility to examine the Budget to assure himself that the within contract price complies with the amount appropriated therefore. The within contract shall be unenforceable, unless approved by a roll call vote of the Steuben County Legislature, should the contract price exceed the amount appropriated for the object purpose of the contract. The contract shall be deemed executory only to the extent of money available to the County of Steuben for the performance of the terms hereof and the County of Steuben beyond monies available thereof shall incur no liability on account for the purpose thereof.

The preceding clause shall not apply to contracts for provision of services where the State of New York or the U.S. Government mandates the payment and/or amount thereof. In that event, the Department Head represents that there is a funding source sufficient to pay for services provided pursuant to the contract.

The Agent agrees that the County shall have no liability under this Contract to the Agent or to anyone else beyond funds appropriated and available for this contract.

15. **ASSIGNABILITY.** This contract may not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the County of Steuben. To the extent assignment is granted in accordance with the terms of this paragraph, this Agreement shall be binding on the parties, their successors, heirs, and assigns.

16. **AMENDMENTS.** No waiver, modification, or amendment of this Agreement or any part thereof shall be valid unless in writing and duly executed by the parties hereto. A waiver of any breach hereof shall not prevent a forfeiture for any succeeding breach.

17. **ENTIRE AGREEMENT.** This Agreement contains the sole and entire Agreement between the parties relating to the services provided hereunder and shall supersede any and all other Agreements between the parties. Any other statements or representations made by either party are void and have no force or effect. Agreement shall be governed by the laws of the State of New York and any claims brought hereunder shall be brought in and under the jurisdiction of the State of New York.

18. **TERMINATION.** County may terminate this agreement at any time upon 30 days written notice.

19. **CORPORATE COMPLIANCE.** The Agency has received a copy of the Steuben County Corporate Compliance Plan. Additionally, the Agent has reviewed and signed the Independent

Contractor / Agents / Vendors Acknowledgement Form attached hereto as Appendix B and incorporated herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

**COUNTY OF STEUBEN**

**AGENT**

BY:

BY:

Dated:

Dated:

Approved as to Form:

\_\_\_\_\_

(Deputy) County Attorney

STATE OF NEW YORK)  
COUNTY OF STEUBEN) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_, New York; that he/she is the \_\_\_\_\_ of the County of Steuben described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Steuben County Legislature.

\_\_\_\_\_

Notary Public

STATE OF NEW YORK)  
COUNTY OF STEUBEN) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_

Notary Public

# Appendix A

## STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS

**Prior to commencement of work, delivery of services, acquisition of merchandise or equipment** a Certificate of Insurance and a policy endorsement covering items A, B & C must be delivered to the County Department responsible for the agreement, and to the County Risk Manager. A Certificate of insurance may be used to show coverage only.

**ITEMS:**

- A. Steuben County, 3 East Pulteney Square, Bath, N.Y., 14810 shall be named as an additional insured (for the purposes of coverage but not the payment of premium).
- B. **ACKNOWLEDGEMENT:** The insurance companies providing coverage acknowledge that the named insured is entering into a contract with Steuben County in which the named insured agrees to defend, hold harmless, and indemnify the County, its officials, employees and agents against all claims resulting from work performed, material handled and services rendered. The contractual liability coverage evidenced will cover the liability assumed under the County-Contractor agreement.
- C. Prior to non-renewal, cancellation or a change of coverage on this policy, at least thirty (30) days advance written notice shall be given to Steuben County Risk Manager at Steuben County Offices, 3 Pulteney Square East, Bath, N.Y. 14810

**Workers' Compensation Coverage will be required for anyone doing any kind of work for Steuben County. This includes self-employed individuals. The Steuben County Risk Manager may waive this requirement. Proof of Workers' Compensation Coverage must be submitted on NYS Workers' Compensation Board Approved Forms.**

### MINIMUM COVERAGES AND LIMITS ARE

TYPE OF CONTRACT	COVERAGES REQUIRED	LIMITS REQUIRED
PROFESSIONAL SERVICES	<b>PROFESSIONAL LIABILITY</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
CONSTRUCTION & MAINTENANCE	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES &amp; OPERATIONS ,PRODUCTS &amp; COMPLETED OPERATIONS , INDEPENDENT CONTRACTOR, CONTRACTUAL, BROAD FORM PROPERTY DAMAGE, (XCU HAZARDS)</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED, &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
ACQUISITION OF SUPPLIES OR EQUIPMENT	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PRODUCTS &amp; COMPLETED OPERATIONS , CONTRACTUAL, BROAD FORM PROPERTY</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
COUNTY PROPERTY USED BY OTHERS	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES &amp; OPERATIONS ,PRODUCTS &amp; COMPLETED OPERATIONS , INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR LEGAL LIABILITY</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED, &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
CONCESSIONAIRE SERVICES LIVERY SERVICES MUNICIPAL AGREEMENTS	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES &amp; OPERATIONS ,PRODUCTS &amp; COMPLETED OPERATIONS , INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED, &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY

Bid specifications, particular contracts, leases or agreements may require increased limits and/or additional coverage. If there are questions please contact the Steuben County Risk Manager 607-664-2104