

Town of Geneva & Natural Systems Engineering
Professional Services Contract for
Crooked Canal Wetland Retention Project: Conceptual Plan

In order to provide professional services for the Crooked Canal Wetland Retention Project: Conceptual Plan, hereinafter referred to as the “**Project**”, the Town of Geneva, hereinafter referred to as the “**Client**”, and Natural Systems Engineering, hereinafter referred to as the “**Contractor**”, agree to the following. Client and Contractor in consideration of their mutual covenants herein agree in respect to the Project and payment for those services by Client as set forth below. Execution of the Professional Services Contract, hereinafter referred to as the “**Agreement**”, by the Client and Contractor constitutes the Client’s written authorization to the Contractor to proceed on the date of Client’s signature below with the services described in the February 2, 2022 Proposal (Attachment A) submitted to Client by Contractor in response to a Request for Proposals.

Scope of Services:

- Contractor to complete all tasks for the Project as described under *Proposed Scope of Services* in Attachment A.

Payment for Services:

- Payment to Contractor is based upon receipt of invoice spanning a period no less than sixty (60) days. Total payment to Contractor not to exceed \$23,821.78 as described in Attachment A.
- Contractor is aware of and acknowledges that funding for Project is provided via a grant from Yates County, and funds will be disbursed to Client upon receipt of Request for Funds. Client will submit Requests for Funds to Yates County within fourteen (14) days of receipt of invoice from Contractor to help facilitate payment to contractor within sixty (60) days of invoice, though Client’s responsibility for payment shall be suspended until such disbursement occurs.

Terms and Conditions:

- **Term** – This Agreement shall commence upon its execution and shall terminate on November 30, 2022. By executing this Agreement Contractor confirms that the time specified is reasonable and sufficient for completion and delivery of services and material described in Attachments A. Extension of this Agreement is not permissible.
- **Termination of Agreement** – Client may terminate the Agreement, in whole or in part, at any time before the date of completion if it is determined that the terms and conditions of the Agreement have not been met, at which point written notification of the termination, with effective date and justification, will be made by Client. Payments and recoveries by Client shall be in accordance with legal rights and obligations of both parties.
- **Suspension of Agreement** – When Client determines that the terms and conditions of this Agreement are not materially being met, Client may, upon written notice to Contractor, suspend the

Agreement until corrective action has been taken to the satisfaction of Client, or until the Agreement has been terminated.

- **Material Title and Requirements** – All right, title and interest in all data, analyses, drafts, reports, drawings, prints, records, manuals, computer printouts or other written and electronic matter prepared by Contractor for Client under this Agreement, shall reside with Client provided that Contractor shall be entitled to retain one copy for its records. One digital copy of each draft and final product must be submitted in Adobe® Acrobat® Portable Document Format and/or Microsoft Word. In addition, one paper copy of each final product must be submitted. Electronic data for all Geographic Information System-based mapping products and associated spatial data must be submitted in ArcGIS format and include metadata containing, at a minimum, a file summary, intended use, data, source data, projection data and author information. Any photos and images must be submitted in JPG format, dated and captioned, and include any associated metadata (include GPS coordinates where available).
- **Independent Contractor** – For the purposes of this Agreement, Contractor shall be considered an independent contractor. All employees and agents of Contractor shall neither hold themselves out as nor claim to be officers or employees of the Town of Geneva, and therefore shall neither make claim for nor shall be entitled to wages, workers compensation coverage, medical and unemployment benefits, social security, retirement membership, or any other benefits from the Town of Geneva.
- **Regulatory Compliance** – All work under the Agreement shall be performed in accordance with applicable statutes, rules and regulations of the Federal, State and local governments. Contractor and its subcontractors agree that in the performance of their obligations under this Contract that they shall minimize pollution and shall exercise the professional standard of care to strictly comply with all applicable environmental laws and regulations.
- **Insurance** – Contractor hereby agrees to obtain and to keep in force a Commercial General Liability insurance policy/policies to cover its liability hereunder and to defend and save harmless the Client in the minimum amount of \$500,000 per occurrence and \$1,000,000 general aggregate for personal injury, bodily injury or death and property damage. Said Commercial General Liability policy/policies shall name the Client as an Additional Insured and be primary and non-contributory to any other insurance policies which provide insurance protection to Client. Contractor shall obtain and keep in force Workers Compensation Insurance including Employers Liability to the full statutory limits and Employers Liability insurance in the amount of \$1 million. Contractor shall furnish to Client, certificates of insurance evidencing that the aforementioned insurance coverage is in place.
- **Hold Harmless** – To the fullest extent permitted by law, Contractor agrees, at its own cost, to defend to the extent defense is provided by General Liability insurance required by this Agreement, and otherwise to indemnify and hold harmless the Client, its officers, directors, shareholders, employees and affiliates from and against any and all liens where Contractor has been paid amounts claimed in the liens, third party tort claims and suits, and the judgements, damages, losses and expenses including reasonable attorney fees and legal expenses and costs (“Claims”) arising out of such Claims to the extent caused by the negligent acts, error or omissions, breach of contract or default of Contractor, in connection with the performance of any work by Contractor, its officers, directors, employees and subcontractors.
- **Executory Clause** – Client shall have no liability under this Agreement to Contractor or anyone else beyond funds appropriated and available by Yates County for the purpose of this Agreement. No

liability on account thereof shall be incurred by Client beyond monies appropriated and made available for the purpose hereof. If Client, for any reason, does not receive funds from Yates County necessary to pay Contractor under this Agreement, Contractor shall have no right to collect or attempt to collect amounts due Contractor from Client, regardless of whether Contractor has completed all or part of the services required by this Agreement.

In witness whereof, the parties hereto have executed the Agreement to be effective on the last date below.

Client

Town of Geneva

By: 

Date 3/8/22

Contractor

Natural Systems Engineering

By: 

Date February 22, 2022