



**CATSKILLCENTER**  
conservation creates opportunity

**THIS CONTRACT FOR SERVICES (“Contract”)** entered between the **Catskill Center for Conservation and Development, Inc. (“CC”)**, a 501 (c)(3), not-for-profit corporation in the State of New York acting through its headquarters and authorized staff listed as follows:

Organization: Catskill Center for Conservation and Development, Inc.  
Address: P.O. Box 504, 43355 State Highway 28, Arkville, NY 12406  
Name & Title of Authorized Representative: Jeff Senterman, Executive Director  
Phone Number: (845) 586-2611  
Email Address: [jsenterman@catskillcenter.org](mailto:jsenterman@catskillcenter.org)  
Name & Title of Contract Contact: John Thompson, CRISP Coordinator  
Phone Number: (845) 586-2611  
Email Address: [jthompson@catskillcenter.org](mailto:jthompson@catskillcenter.org)

and \_\_\_\_\_, acting through its authorized staff listed as follows (“**Subcontractor**”):

Name of Subcontractor: \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Name & Title of Authorized Representative / Contract Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

serves to establish obligations of each Party with respect to \_\_\_\_\_ in the Catskill Regional Invasive Species Partnership (“**CRISP**”) region as depicted on the map attached as **Schedule 1**. This Contract is entered into pursuant to and is subject to, a contract between the New York State Department of Environmental Conservation (“**NYSDEC**”) and CC, effective as of February 21, 2017 and designated as Contract No. C009815 (“**DEC Contract**”), for CC’s delivery of certain core functions for the Catskill Partnership for Regional Invasive Species Management in the Catskill Region, as more specifically detailed in the DEC Contract, including Appendix A and Appendix B, attached as Exhibit A.

**WITNESSETH:**

**WHEREAS**, NYSDEC requires certain services to administer the Catskill Partnership for

Regional Invasive Species Management (“**PRISM**”) in the Catskill region to deliver core functions of an invasive species management program including coordinating partners and activities, recruiting and training volunteers, identifying and meeting PRISM specific education and outreach needs, reviewing and updating an early detection and rapid response monitoring network, conducting eradication projects, supporting research efforts and developing PRISM invasive species management strategy and plans; and

**WHEREAS**, the performance of these services is essential to NYSDEC; and

**WHEREAS**, after fully examining all of its internal capabilities and thoroughly investigating possible alternative approaches, NYSDEC has determined that these services can best be accomplished through the DEC Contract; and

**WHEREAS**, after fully examining all of its internal capabilities and thoroughly investigating possible alternative approaches, CC has determined that the delivery of certain services under the DEC Contract can best be accomplished through a contract with [REDACTED];

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, the Parties hereto agree as follows:

**ARTICLE 1: SERVICES AND DELIVERABLES SPECIFICATIONS; INDEPENDENT CONTRACTOR**

- A. Subcontractor shall perform the Services and provide the Deliverables according to the specifications contained in the “**Scope of Work**” attached as Schedule 2 (collectively “**Services and Deliverables**” or “**Work**”).
- B. Deliverables Due Dates.
  - 1. Subcontractor shall submit Deliverables in accordance with due dates specified in Schedule 2.
  - 2. CC may approve extensions of Deliverables deadlines at its sole discretion. If Subcontractor desires a deadline extension, Subcontractor shall request such extension in writing. CC’s approval shall not be deemed given unless such approval is in writing.
- C. Subcontractor shall not knowingly infringe the intellectual property rights of others in the performance of this Contract. Subcontractor represents and warrants that the Deliverables produced are original to Subcontractor and do not infringe the intellectual property rights of others. To the extent the Deliverables include patented or copyrighted material, Subcontractor shall undertake the defense and indemnity obligations with respect to NYSDEC and CC that CC undertakes with respect to NYSDEC pursuant to Clause XV

of Appendix B of the DEC Contract, subject to the same terms and limitations set forth in that Clause XV.

- D. Up to two (2) months subsequent to the date that Deliverables are submitted, Subcontractor shall provide CC with additional information, modifications or supplemental data that CC requests without additional charge to CC. Subcontractor shall revise and correct, without additional compensation, any incorrect Work and all Subcontractor errors upon the request of CC until the same shall be accepted by CC and NYSDEC without regard to time elapsed since submission.
- E. Subcontractor shall perform and provide all Services and Deliverables in a prompt manner in accordance with accepted professional practices, all Work shall conform to Schedule 2, and all Work shall be subject to acceptance of CC.
- F. As required by the DEC Contract:
  - a. All accepted original and other drawings, as well as all notes computations, if applicable, and reports prepared by Subcontractor, or other products of the Services performed under this Contract, which are required Deliverables under this Contract, shall become the property of NYSDEC.
  - b. Subcontractor may publish papers or other material pertaining to the Work performed or to be performed under this Contract after first providing CC a copy of the proposed publication for review and comment by NYSDEC. NYSDEC, through CC, will provide its comments within thirty (30) days of receipt of Subcontractor's proposed publication material and Subcontractor agrees to consider these comments. NYSDEC has the right to require Subcontractor to withhold from publication any data that impacts on enforcement issues until resolution of enforcement action. Subcontractor will give CC and NYSDEC credit for the support provided to Subcontractor in any publication or other copy resulting from this Work.
  - c. Title to and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created in the performance of this Work shall remain with NYSDEC; provided that NYSDEC, at its discretion, may grant to Subcontractor an irrevocable, royalty-free, non-exclusive right to reproduce, translate and use all such copyrighted material for its own purposes.
  - d. Any invention or discovery made or conceived in the performance of this Contract shall be the property of NYSDEC. Subcontractor may be entitled to a non-exclusive royalty-free license under any patent at the discretion of NYSDEC.
- G. CC grants Subcontractor a revocable license to use CC's name and/or CC's logo to the

extent the Work contemplates their inclusion in the Deliverables and for no other purpose without CC's prior written consent.

- H. The Services and Deliverables to be rendered by Subcontractor shall include all necessary conferences with CC and its authorized representatives.
- I. It is understood between the Parties that this Contract is intended to secure the Services of Subcontractor because of its ability and reputation.
- J. CC shall furnish or make available to Subcontractor all available data in its possession pertinent to the Work. Subcontractor shall perform all necessary field and office Work to supplement such data.
- K. CC retains Subcontractor as an independent contractor and the Parties agree that this Contract creates an independent contractor-client relationship. The conduct and control of the Work will lie solely within the purview of Subcontractor. The Parties agree that this Contract does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between Subcontractor and CC and no joint venture or principal-agent relationship exists. Subcontractor has no power, right or authority to create any obligation, expressed or implied on behalf of CC. Subcontractor shall not represent itself as the agent or legal representative of CC.

Subcontractor shall not be entitled to participate in any of CC's benefits, including without limitation any health or retirement plans. Subcontractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Contract.

CC shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA and Medicare, withholding tax, or other taxes or withholding for or on behalf of Subcontractor in performing Services and providing the Deliverables under this Contract. All such costs shall be Subcontractor's responsibility.

## **ARTICLE 2: INVOICES AND PAYMENT**

- A. CC shall pay to Subcontractor and Subcontractor shall accept from CC as full compensation for the performance of Services and Deliverables an amount not to exceed \$ \_\_\_\_\_ as specified in Schedule 2. Payments shall be preceded by receipt of Subcontractor's Deliverables acceptable to CC and an invoice from Subcontractor which indicates the Services and Deliverables contracted for have been completed and are itemized in accordance with Schedule 2.

Subcontractor acknowledges and agrees that, except as provided in this Article 2, Subcontractor shall not be entitled to, and CC shall not be obligated to pay, any other

monies or other compensation for the Services and Deliverables provided under this Contract.

This is a non-exclusive Contract. CC reserves the right to contract with others to provide similar Services and Deliverables.

Subcontractor shall submit its invoices for each Task. Subcontractor may combine multiple completed Tasks within one (1) invoice and shall not submit more than one (1) invoice within any thirty (30) day period. Subcontractor shall cooperate regarding any questions raised about invoiced charges. CC will process invoices for payment within forty-five (45) days after CC determines that the invoice and Deliverables are accurate and meet the requirements of this Contract.

- B. Subcontractor shall not be paid for any Work found by CC to be unsatisfactory. If two or more persons or entities are identified as “Subcontractor” on the first page hereof, their obligations hereunder shall be joint and several.
- C. All invoices submitted pursuant to this Contract shall be submitted on or before thirty (30) days of the Completion Date specified in Article 3. Subcontractor shall submit invoices, together with supporting documentation, to CC at least thirty (30) days before the end of each calendar quarter (March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup> and December 31<sup>st</sup>).
- D. Each invoice shall identify each Task and Deliverable completed, the date of submission for each Deliverable and the agreed upon payment amount associated with the completion of each Task, all as specified in Schedule 2. Subcontractor shall cooperate in providing information to resolve any questions regarding invoices. Invoices shall not be processed for payment until CC has reviewed and approved all Deliverables for accuracy and completeness. The cost for each Task as specified in Schedule 2 shall include all materials, equipment, supplies and services required, including costs of hand delivery, postage, express mail, UPS or other methods of submission of all Deliverables.
- E. CC shall pay for Services and Deliverables according to actual work completed and in accordance with Schedule 2.

### **ARTICLE 3: TERM**

- A. Unless this Agreement extended or terminated earlier as provided herein, Subcontractor shall perform its Services beginning [REDACTED] with a completion date of [REDACTED] (“Completion Date”). Any extension beyond the Completion Date is valid only if in writing and signed by CC.

### **ARTICLE 4: NOTICES**

Wherever it is provided in this Contract that notice shall be given or other communications sent to CC or Subcontractor, such notices or communications shall be delivered or sent by First Class Mail or e-mail to: (a) John Thompson at the address provided above, if to CC, or (b) to \_\_\_\_\_, at the address provided above, if to Subcontractor.

## **ARTICLE 5: INTENTIONALLY OMITTED**

## **ARTICLE 6: LIABILITY**

Subcontractor shall be responsible for all damage to life and property due to activities of the Subcontractor, its subcontractors, agents, or employees, in connection with its Work under this Contract, and this obligation is in no way limited by the enumeration of insurance coverages hereunder. Further, it is expressly understood that Subcontractor shall indemnify and save harmless the NYSDEC in accordance with the provisions of Appendix B, Clause II of the DEC Contract subject to the following: CC shall provide Subcontractor with prompt written notice of the claim and cooperate in the defense of the claim.

Subcontractor agrees that it shall indemnify, defend, and save harmless CC and its directors, officers, employees, agents and assigns from and against all damages, liabilities, costs, losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description, including attorney fees, brought or recovered against it by reason of any intentional or negligent omission or tortious act of Subcontractor, its agents, employees or suppliers in the performance of this Contract, subject to the following: CC shall provide Subcontractor with prompt written notice of the claim and cooperate in the defense of the claim. CC may retain such monies from the amount due Subcontractor as may be necessary to satisfy any claim for damages, costs and the like which is asserted against CC.

CC shall retain control over the defense of, and any resolution or settlement relating to, Subcontractor, its agents, employees or suppliers in the performance of this Contract. Subcontractor will cooperate with CC and provide reasonable assistance in defending any such claim.

Nothing in this Article or in this Contract shall create or give to third parties any claim or right of action against Subcontractor, CC or the State of New York beyond such as may legally exist irrespective of this Article or this Contract.

## **ARTICLE 7: COMPLIANCE WITH LAWS; SUBCONTRACTOR REPRESENTATIONS**

Subcontractor shall comply with the provisions of the Labor Law and all local, State and Federal laws, statutes, ordinances, regulations, rules, court orders and other governmental requirements of the United States, the State of New York and any other jurisdiction(s) in which Subcontractor is organized or authorized to do business, including but not limited to any applicable anti-bribery

statutes, which are applicable to the Services and Deliverables (in each case, an “**Applicable Law**”). Subcontractor shall also obtain any necessary permits or permissions required to comply with such laws, rules or regulations. Subcontractor shall, if requested by CC, present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity

Subcontractor represents and warrants that:

1. Subcontractor is qualified and willing to perform the Services and Deliverables as an independent contractor and Subcontractor can lawfully operate in the United States.
2. Subcontractor shall obtain, at its own expense (except to the extent otherwise explicitly stated in this Contract) any permits or licenses required for the Services and Deliverables and all persons employed or engaged by Subcontractor to perform Work for which New York State requires a license shall hold a current New York State professional license as so required and be registered to practice in the State of New York if required by law.
3. Neither Subcontractor nor any of its directors, officers, members, partners or persons employed or engaged by Subcontractor, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the Services and Deliverables to be provided under this Contract. Subcontractor further represents and warrants that in the performance of this Contract no person having such interest or possible interest shall be employed or engaged by it.
4. Subcontractor shall not commence performing Services or provide Deliverables under this Contract unless and until Subcontractor obtains all insurance coverages required by this Contract and Subcontractor shall maintain and shall ensure continuous insurance coverage in the manner, form and limits required by this Contract throughout the term of this Contract.
5. Subcontractor shall not take any actions that might cause CC to be in violation of any such Applicable Laws or which jeopardizes its tax-exempt 501(c)(3) status.

#### **ARTICLE 8: TITLE TO EQUIPMENT**

Any equipment purchased with funds provided by NYSDEC to CC pursuant to the DEC Contract shall be the property of NYSDEC, unless specifically provided for otherwise in writing.

#### **ARTICLE 9: OWNERSHIP OF DOCUMENTS**

As required by the DEC Contract, documents and data pertaining to the Services and Deliverables shall at all times be the property of NYSDEC. In the event that this Contract is terminated for any reason, the documents and data pertaining to the Work shall be delivered to CC within ten (10) calendar days after the receipt of notice or if such termination by Subcontractor at such times as is reasonable thereafter. CC shall deliver said documents and data to NYSDEC within ten (10) calendar days after the receipt from Subcontractor.

#### **ARTICLE 10: SUBCONTRACTOR'S RESPONSIBILITY; ASSIGNMENT**

All Work to be performed under this Contract shall be performed with Subcontractor's own employees and Subcontractor is prohibited from assigning, transferring or subcontracting any Work to be performed under this Contract.

#### **ARTICLE 11: DEFAULT; TERMINATION; DAMAGES AND REMEDIES**

- A. CC shall have the right to postpone, suspend, abandon or terminate this Contract and any extensions thereof upon twenty (20) days written notice for: (i) unavailability of funds from NYSDEC; (ii) cause; (iii) convenience; or (iv) suspension or termination of the DEC Contract and such actions shall in no event be deemed a breach of this Contract.
- B. If this Contract is terminated by CC, CC shall make settlement with Subcontractor upon an equitable basis as determined by CC, which shall fix the value of the Work which was satisfactorily performed by Subcontractor prior to the postponement, suspension, abandonment, or termination of this Contract.

If the termination is for the convenience of CC and is not brought about as a result of unsatisfactory performance on the part of Subcontractor, CC shall consider the following in determining the value of the Work performed:

- 1. The ratio of the amount of Work performed by Subcontractor prior to the termination of this Contract to the total amount of Work contemplated by this Contract.
- 2. The amount of the expense to which Subcontractor was put in performing the Work prior to the termination, in proportion to the amount of expense to which Subcontractor would have been put had it been allowed to complete the total Work contemplated by this Contract.
- 3. In determining the value of the Work performed by Subcontractor prior to the termination, no consideration will be given to profit which Subcontractor might have made on the uncompleted portion of the Work.

If the termination is for cause, Subcontractor shall not be paid for any Work found by CC



to be unsatisfactory.

If CC determines that Subcontractor has breached a material term of this Contract, it shall issue a written notice, providing Subcontractor with ten (10) days to correct the defect. If Subcontractor fails to correct the defect within this time period, or fails to make a good faith effort to do so as determined by CC, CC may terminate this Contract for cause.

- C. Subcontractor may terminate this Contract without cause at any time during the Term of this Contract and any extension thereof upon ninety (90) days written notice. In the event of termination of this Contract by Subcontractor, CC shall have all remedies available to it at law and equity if Subcontractor does not complete Work as provided in this Contract. Any and all Deliverables prepared for and/or submitted to CC prior to or after termination shall remain the property of NYSDEC.
- D. In the event of termination by CC, and provided that Subcontractor is not default hereunder, Subcontractor shall be entitled to keep all monies already paid and CC's sole obligation shall be to pay Subcontractor the amount due for Services acceptably performed and Deliverables accepted prior to or within twenty (20) days of Subcontractor's receipt of CC's notice of termination, pro-rated. In no event shall CC be liable for any lost profits or consequential, incidental or special damages.

## **ARTICLE 12: ENTIRE CONTRACT**

This Contract consists of the following documents in the following order of precedence.

1. Appendix A to the DEC Contract
2. Appendix B to the DEC Contract
3. DEC Contract
4. This Contract (including Schedule 1 and Schedule 2)
5. The Request for Proposals
6. The Proposal

## **ARTICLE 13: NO THIRD PARTY RIGHTS**

Nothing in this Contract shall create or give to third parties any claim or right of action against CC or the State of New York beyond such as may legally exist irrespective of this Contract.

## **ARTICLE 14: INTENTIONALLY OMITTED**

## **ARTICLE 15: STANDARD CONTRACT CLAUSES**

Subcontractor shall comply with all of relevant mandatory New York State and NYSDEC

contracting provisions contained in the following two attached documents:

Appendix A - Standard Clauses for All New York State Contracts;  
Appendix B - Standard Clauses for All NYSDEC contracts.

**ARTICLE 16: NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MACBRIDE FAIR EMPLOYMENT PRINCIPLES**

Subcontractor shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

**ARTICLE 17: FREEDOM OF INFORMATION LAW REQUIREMENT; CONFIDENTIALITY**

Subcontractor shall provide to NYSDEC all information, records and other written material it produces, possesses, or relies upon if such material is the object of a legitimate request to NYSDEC pursuant to Article 6, Sections 84-90 of the NYS Public Officers Law (“**Freedom of Information Law**”).

Subcontractor shall not disseminate the information gathered and the Deliverables generated pursuant to this Contract to anyone other than CC and NYSDEC without written permission from CC and NYSDEC, which permission may be withheld at the sole discretion of CC or NYSDEC. Such information includes but is not limited to personally identifiable and contact information for individuals not employed by CC, business and marketing plans, technology and technical information, and business processes.

**ARTICLE 18: INSURANCE REQUIREMENTS**

Subcontractor shall procure and maintain at its own expense and without expense to CC insurance of the kinds and amounts hereinafter provided by insurance companies licensed to do business in the State of New York, covering all Work under this Contract.

Subcontractor shall furnish a certificate or certificates showing that it has complied with the Worker’s Compensation and Disability Benefits requirements of this Article detailed below.

Subcontractor shall maintain as part of its records a certificate or certificates and appropriate endorsements showing that it has complied with the liability insurance requirements of this Article detailed below. CC reserves the right to request and/or examine the liability insurance certificate or certificates and all applicable endorsements, in accordance with the details outlined in paragraph 10 (Records) of Appendix A to this Contract. Failure of Subcontractor to produce

the required insurance coverage, endorsements and supporting documentation may be grounds for termination of this Contract. The certificate or certificates shall provide that:

- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to CC and NYSDEC for any claims arising from Subcontractor's Work under this Contract, or as a result of Subcontractor's activities.
- CC, the State of New York, NYSDEC *Division of Lands and Forests*, their directors, officers, employees, agents and assigns shall be listed as Certificate Holder on all liability insurance certificate(s) and as additional insureds on such endorsements(s) and on additional supporting documentation.
- The policies shall include a waiver of subrogation endorsement in favor of CC and NYSDEC as additional insureds. The endorsement shall be on ISO Form number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to CC; as evidenced by an endorsement or declarations page.
- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by this Contract.
- Endorsements in writing shall be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements shall be provided to CC.
- Applicable insurance policy number(s) referenced on the ACORD form shall be referenced in the supporting documentation requested by CC and supplied by the insurance company; (e.g. endorsement page, declarations page, etc.).
- Worker's Compensation and Disability Benefits certificates shall name CC and NYSDEC *Division Of Lands and Forests, Invasive Species Coordination Unit*, as entities requesting proof of coverage.
- This Contract shall be void and of no effect unless Subcontractor procures the required insurance policies and maintains them until acceptance or completion of the Work, whichever event is later.

The following types and amounts of insurance are required for this Contract:

**1. Workers' Compensation:**

For Work to be performed in New York State, Subcontractor shall provide and maintain full New York State coverage during the life of this Contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

If the agreement involves Work on or near a shoreline, a U.S. Longshore and Harbor Workers' Compensation Act and/or Jones Act policy as applicable shall be provided. Any waiver of this requirement is valid only if approved in writing by NYSDEC and will only be granted in unique or unusual circumstances.

Evidence of Workers' Compensation and Employers Liability coverage shall be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

| <b>FORM #</b>       | <b>FORM TITLE</b>  |
|---------------------|--|
| C-105.2             | Certificate of Workers' Compensation Insurance (September 2007, or most current version) |
| U-26.3              | State Insurance Fund Version of the C-105.2 form   |
| SI-12/<br>GSI-105.2 | Certificate of Workers' Compensation Self-Insurance                                      |
| CE-200              | Certificate of Attestation of Exemption (when Subcontractor meets the requirements.)     |

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

***ACORD forms are NOT acceptable proof of New York State Workers' Compensation Insurance coverage.***

Additional information can be obtained at the Workers' Compensation website:

<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

**2. Disability Benefits:**

For Work to be performed in New York State, Subcontractor 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 New York State Disability Benefits Law. Any waiver of this requirement is only valid if approved in writing by NYSDEC and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage shall be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

| <b>FORM #</b> | <b>FORM TITLE</b>  |
|---------------|--|
| DB-120.1      | Certificate of Insurance Coverage under the New York State Disability Benefits Law   |
| DB-155        | Certificate of Disability Self-Insurance   |
| CE-200        | Certificate of Attestation of Exemption (when Subcontractor meets the requirements.) |

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

***ACORD forms are NOT acceptable proof of New York State Disability Benefits Insurance coverage.***

Additional information can be obtained at the Workers' Compensation website:

<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

### **3. Commercial General Liability Insurance:**

Subcontractor shall provide and maintain Commercial General Liability Insurance (CGL) covering the liability of Subcontractor for bodily injury, property damage and personal/advertising injury arising from all Work under this Contract. The limits under such policy shall not be less than the following:

- Each Occurrence limit – \$2,000,000
- General Aggregate – \$5,000,000
- Products/Completed Operations – \$5,000,000
- Personal & Advertising Injury - \$1,000,000
- Damage to Rented Premises - \$50,000
- Medical Expense - \$5,000

Coverage shall include, but not be limited to, the following:

- Premises liability
- Independent contractors
- Blanket contractual liability, including tort liability of another assumed in a contract
- Defense and/or indemnification obligations, including obligations assumed under this contract

- Cross liability for additional insureds
- Products/completed operations for a term of no less than three (3) years, commencing upon acceptance of the Work, as required by this Contract
- Explosion, collapse and underground hazards
- Contractor means and methods
- Liability resulting from Section 240 or Section 241 of the New York State Labor Law

The following ISO forms shall be endorsed to the policy:

- a. CG 00 01 01 96 or an equivalent – Commercial General Liability Coverage Form
- b. CG 20 10 11 85, or, an equivalent – Additional Insured-Owner, Lessees or Contractors (Form B)
- c. CG 25 03 11 85 or, an equivalent – Designated Construction Project(s) general aggregate limit (only required for construction contracts).

Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

#### **4. Business Automobile Liability:**

Subcontractor shall provide and maintain Business Automobile Liability insurance covering liability arising out of the use of any registered motor vehicle in connection with this Contract, including owned, leased, hired and non-owned vehicles. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000.

If Subcontractor does not own, lease or hire any registered motor vehicles or will not be using any vehicles on New York State Land, proof of Business Automobile Liability Insurance shall not be required for this Contract.

Subcontractor shall assume full responsibility and liability that owners and operators of any registered motor vehicles entering New York State Land to conduct Work under this Contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. CC reserves the right to request proof of the same.

#### **5. Umbrella and Excess Liability:**

When the limits of the CGL, Auto and/or Employers' Liability policies procured are insufficient to meet the limits specified, Subcontractor shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary;

provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall follow the same form as the primary.

**ARTICLE 19: INTENTIONALLY OMITTED**

**ARTICLE 20: INTENTIONALLY OMITTED**

**ARTICLE 21: CC AND SUBCONTRACTOR DISCLOSURE REQUIREMENTS**

Chapter 10 of the Laws of 2006 amended State Finance Law §§ 8 and 163 by instituting new reporting requirements in contracts for consultant services. As a result of this amendment to the law, CC is required to disclose, by employment category, the number of persons employed to provide Work under the DEC Contract, the number of hours worked and the amount paid to CC by NYSDEC as compensation for Work performed by these employees. Chapter 10 of the Laws of 2006 expands the definition of contracts for consulting services to include any contract entered into by a State agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health and mental health services, accounting, auditing, paralegal, legal, or similar services.

In order to comply with these requirements, CC is required to complete the State Consultant Services Contractor's Planned Employment From [DEC] Contract Start Date Through the End of the [DEC] Contract Term ("**Form A**"). The completed Form A must include information for all persons performing Work under the NYSDEC Contract whether employed by CC or a CC subcontractor.

Additionally, CC is required to submit annual employment reports to NYSDEC, Office of the State Comptroller and Department of Civil Service. This reporting will be accomplished through the State Consultant Services Contractor's Annual Employment Report ("**Form B**"). Form B must be submitted each year the NYSDEC Contract is in effect and will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 - March 31).

In order to comply with its obligations under the NYSDEC Contract, Subcontractor shall provide to CC information for all Subcontractor employees performing Work under this Contract so that CC can accurately complete Form A and Form B as required by the DEC Contract.

**ARTICLE 22: INTENTIONALLY OMITTED**

**ARTICLE 23: SEVERABILITY**

If any part of this Contract is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Contract and the

remaining parts of this Contract shall be enforced as if the invalid, illegal or unenforceable part were not contained therein.

#### **ARTICLE 24: FORCE MAJEURE**

Neither Party shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such Party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of lands or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, explosions, accidents, riots, strikes or the delay or failure to perform by any subcontractor by reason of any cause or circumstances beyond the reasonable control of such subcontractor.

#### **ARTICLE 25: DIESEL EMISSIONS REDUCTION ACT 2006**

In 2007, New York State passed legislation establishing the Diesel Emissions Reduction Act 2006 (DERA). This Act amended the Environmental Conservation Law (ECL) by adding Section 19-0323 which requires the use of best available retrofit technology (BART) and ultra-low sulfur diesel fuel (ULSD) for heavy duty vehicles owned or operated by, including on behalf of, NYS agencies and NYS or regional public authorities. NYSDEC has promulgated regulations (6 NYCRR Part 248) to provide guidance on provisions of the law. The regulations may be found on NYSDEC's website at <http://www.dec.ny.gov/regs/2492.html>.

Subcontractor shall comply with the specifications and provisions of ECL Section 19-0323 and 6 NYCRR Part 248, which require the use of BART and ULSD, unless specifically waived by NYSDEC. Qualifications for a waiver under this law are the responsibility of Subcontractor.

#### **ARTICLE 26: IRAN DIVESTMENT ACT**

By entering into this Contract, Subcontractor certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("**Prohibited Entities List**") posted on the Office of General Services ("**OGS**") website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List.

Subcontractor agrees that should it seek to renew or extend this Contract, it shall provide the same certification at the time this Contract is renewed or extended. Subcontractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before CC may approve a request for Assignment of Contract.

During the term of this Contract, should CC receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, CC will review such



information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within ninety (90) days after the determination of such violation, then CC shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring Subcontractor in default.

CC reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of this Contract and NYSDEC may pursue a responsibility review with Subcontractor should it appear on the Prohibited Entities List hereafter.

#### **ARTICLE 27: ENVIRONMENTAL PROTECTION FUND ACKNOWLEDGEMENT**

If applicable, in recognition of a portion of NYSDEC funds utilized for any Work completed under this Contract, Subcontractor shall acknowledge, in any communication to the public, that such funding was provided from the Environmental Protection Fund as administered by the New York State Department of Environmental Conservation.

#### **ARTICLE 28: BINDING EFFECT; AMENDMENT**

This Contract shall become binding when signed by all Parties. This Contract supersedes all prior or contemporaneous communications and negotiations, both oral and written, and constitutes the entire agreement between Parties relating to the Work. This Contract may be amended only upon mutual written consent of the Parties.

#### **ARTICLE 29: TAXES**

Subcontractor shall be responsible for any and all filing and payment of taxes and for compliance with any and all provisions and requirements arising under any applicable tax laws. CC shall not withhold or pay on behalf of Subcontractor or its employees any tax, including without limitation, sales tax, or federal, state or local income tax or other payroll tax. CC shall report all moneys paid to Subcontractor to the IRS on Form 1099 as required by law.

#### **ARTICLE 29: INCORPORATION BY REFERENCE**

All recitals, Schedules, Exhibits and Appendices are incorporated into this Contract by this reference.

**IN WITNESS WHEREOF**, Subcontractor and CC have duly executed this Contract on the day and year written below and effective as of the last date written below this.

**Subcontractor's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)**

In addition to the acceptance of this Contract, the Subcontractor affirms that it understands and agrees to comply with the procedures of the New York State Department of Environmental Conservation relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

**THE CATSKILL CENTER FOR CONSERVATION AND DEVELOPMENT, INC.**

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SUBCONTRACTOR**

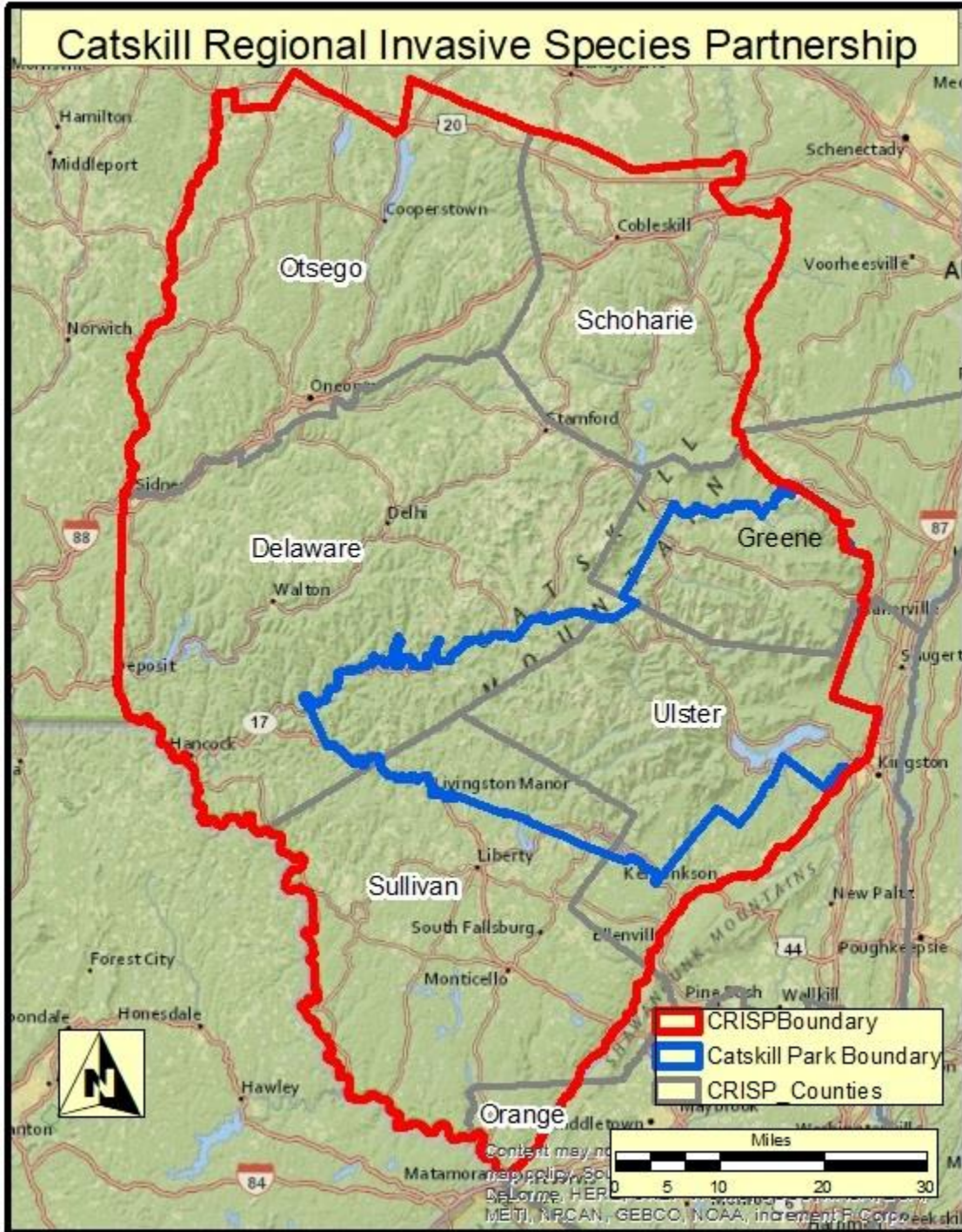
\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SCHEDULE 1  
MAP OF CRISP REGION**





**SCHEDULE 2  
SCOPE OF WORK**

**OVERVIEW**

Subcontractor will \_\_\_\_\_.

**SERVICES AND DELIVERABLES**

**Services and Deliverables Task 1**

\_\_\_\_\_

**Task 1.1** Subcontractor will \_\_\_\_\_.

**Task 1.2** Subcontractor will \_\_\_\_\_.

**Task 1 Deliverables**

- \_\_\_\_\_.
- \_\_\_\_\_.

**Task 1 Due Date:** \_\_\_\_\_

All Task 1 Services and Deliverables are due by \_\_\_\_\_.

**Cost for Task 1:** \$ \_\_\_\_\_

**Services and Deliverables Task 2**

\_\_\_\_\_

**Task 2.1** Subcontractor will \_\_\_\_\_.

**Task 2.2** Subcontractor will \_\_\_\_\_.

**Task 2.3** \_\_\_\_\_.

**Task 2 Deliverables**

- \_\_\_\_\_.
- \_\_\_\_\_.
- \_\_\_\_\_.
- \_\_\_\_\_.
- \_\_\_\_\_.

Task 2 Due Date: \_\_\_\_\_

All Task 2 Services and Deliverables are due by \_\_\_\_\_

Cost for Task 2: \$ \_\_\_\_\_