

AGREEMENT, made by and between the TOMPKINS COUNTY SOIL AND WATER CONSERVATION DISTRICT, a municipal subdivision of the State of New York, with main offices at 170 Bostwick Road, Ithaca, New York, 14850 hereinafter referred to as the "DISTRICT", and CORNELL COOPERATIVE EXTENSION (TOMPKINS COUNTY), a..... with offices located at 615 Willow Avenue, Ithaca, NY 14850-3555 hereinafter referenced to as "CCE".

**WITNESSETH:**

WHEREAS, the DISTRICT has secured contract # DEC01-C00075GG-350000 with the New York State Department of Environmental Conservation (NYSDEC) to fund \$59,750 of a project that will inventory and map culverts, ditches, and stormwater catch basins within Tompkins County, and

WHEREAS, the DISTRICT wishes to enter into a sub-agreement with CCE to assist with coordinating a field crew to collect field data on culverts, ditches, and stormwater catch basins within Tompkins County, and

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties agree as follows:

1. The term of this agreement is for the period May 1, 2015 through December 31, 2018.
2. The DISTRICT agrees to pay the CCE a sum not to exceed \$34,550 for completion of work outlined in Attachment A – Scope of Work which includes salary and mileage costs.
3. Reimbursement for work completed to CCE in Attachment A will be based on timely submittal of performance reports no later than 10 days after each quarter to the DISTRICT. Performance reports will include timelogs of employees hours worked and mileage logs submitted to the DISTRICT. These will be included with DISTRICT's quarterly reports to NYSDEC for grant funding reimbursement and reported funds will be distributed to CCE within 30 days of funds being made available from NYSDEC. Non-payment or rejection of claims by the DISTRICT is at their discretion if claims do not meet required information guidelines or are not received by the DISTRICT by aforementioned due dates.
4. Equipment used by CCE under this agreement shall not be used for any activity other than those provided for under Attachment A, except with the DISTRICT and NYSDEC prior written permission.

5. The DISTRICT will provide insurances for any damages to equipment provided that the equipment is being used for its intended purpose under the scope of work in Attachment A. Any damages outside of this scope of work will be the responsibility of CCE to make payments to the DISTRICT for repair or replacement.
6. CCE shall maintain the following minimum limits of insurance, or as required by law, whichever is greater:
  - a. **Worker's Compensation Insurance** according to NYS Law Section 57 General Municipal Law Section 125. CCE must submit one of the following:
    - i. CE-200-Certification of Attestation of Exemption from NYS Worker's Compensation and/or Disability Benefits Coverage, OR
    - ii. CE-105.2 – Certification of NYS Worker's Compensation Insurance (U-26.3 f or State Insurance Fund version), OR
    - iii. GSI-105.2 – Certificate of NYS Worker's Compensation Group Self-Insurance Employers' Liability - \$1,000,000
  - b. **Disability Benefits** in accordance with NYS Worker's Compensation Law Section 220 (8) under General Municipal Law Section 125, CCE must submit one of the following:
    - i. CE-200 Certification of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage, OR
    - ii. DB120.1 - Certificate of Disability Benefits Insurance, OR
    - iii. DB155 - Certificate of Disability Self-Insurance
  - c. **Liability Insurances**
    - i. Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence, and \$5,000,000 General aggregate. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract). 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.
    - ii. Business Automobile Liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any registered motor vehicle including owned, leased, hired and non-owned vehicles. If the CCE does not own, rent or lease any registered vehicles and will not be using any vehicles on State Land proof of Business

Automobile Liability Insurance shall not be required for this Contract. The Contractor shall assume full responsibility and liability that owners and operators of any registered vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. NYS Department of Environmental Conservation and the DISTRICT reserves the right to request proof of the same.

- iii. Environmental Liability with a limit of not less than \$1,000,000 providing primary coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Department of Environmental Conservation or DISTRICT arising from CCE's Work.
- iv. Professional Liability Insurance includes coverage for its negligent act, error or omission in rendering or failing to render professional services required by this contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants. The CCE shall procure and maintain during and for a period of three (3) years after completion of this contract, Professional Liability Insurance in the amount of \$1,000,000. The professional liability insurance may be issued on a claims-made policy form, in which case the CCE shall purchase at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.
- v. Marine Protection & Indemnity: Anytime the activity involves work on navigable water or the work is connected to water related activities, the CCE shall procure Marine Protection & Indemnity and Hull and Machinery coverage, if available. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The CCE shall obtain Protective and Indemnity Liability insurance for all marine operations under the contract, with a minimum \$2,000,000 limit.

All insurance shall be written with insurance carriers licensed by the New York State Office of Financial Services and have a Best's rating of A XI or better. Proof of insurance shall be provided on the Accord Certificate of Insurance, Accord 25 (05/2010), or insurance company certificate. All Certificates shall contain a sixty (60) day notice of cancellation, non-renewal or material change to the DISTRICT. All Certificates must be signed by a licensed agent or

authorized representative of the insurance

7. CCE will provide a living wage to its employees as defined by the current Tompkins County Living wage rates.
8. CCE shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under this agreement. CCE agrees to maintain these records for a period of 6 years beyond the termination of this agreement for review by the DISTRICT if an audit is requested by the NYSDEC of the parent contract.
9. CCE will not disclose confidential information collected during this project in accordance with the NYS Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208)
10. CCE will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
11. CCE shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
12. CCE shall request each employer Department, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employer Department, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the CCE's obligations herein.
13. CCE certifies that in accordance with State Finance Law 165-a 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"
14. The CCE shall indemnify, hold harmless and defend the DISTRICT and its officers, employees, agents and elected officials from and against any and all claims and actions

brought against the DISTRICT and its officers, employees, agents and elected officials for injury or death to any person or persons or damage to property arising out of the performance of this contract by the CCE, its employees, subcontractors or agents with the exception of all actions and claims arising out of the negligence of the DISTRICT.

15. This contract may be amended or extended by written mutual consent of all parties.

IN WITNESS WHEREOF, the promises hereto have executed this agreement as of the day and year first written below.

DATED: \_\_\_\_\_

\_\_\_\_\_  
TOMPKINS COUNTY SOIL AND WATER CONSERVATION  
DISTRICT

DATED: \_\_\_\_\_

\_\_\_\_\_  
CORNELL COOPERATIVE EXTENSION, TOMPKINS  
COUNTY

\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
FEDERAL TAX ID OR SOCIAL SECURITY #

## **Attachment A - Scope of Work**

The purpose of this project is to collect data on storm-water infrastructure and contribute to research on the efficacy of road-crossing culverts as passages for water and aquatic organisms. The project involves mapping stormwater conveyance systems (culverts, catch basins, and ditches) in 10 municipalities throughout Tompkins County who are regulated under the NYS Phase II stormwater program. Together the data collected will aid municipalities in responding to the increased rainfall that is predicted to be one of the consequences of climate change. The work also contributes to research projects being conducted Cornell University and North Atlantic Aquatic Organism Connectivity Collaborative, a network of individuals from universities, conservation organizations, and state and federal natural resource and transportation departments across a thirteen-state region, from Maine to West Virginia.

Cornell Cooperative Extension of Tompkins County will recruit, employ, train, and supervise a crew of 2 interns and 1 crew chief to work June-August of 2016-2017 with the possibility of extending the work to the fall to complete the Tasks listed below.

- CCETC will meet with SWCD in advance of the field work season to create a work plan.
- Prior to working independently in the field, CCETC will ensure the crew is trained on the various sampling protocols and how to operate the devices used for data collection.
- CCETC will meet with SWCD at least monthly during the field season for data quality review, to improve protocols and receive feedback.
- CCETC will seek support and opportunities to collaborate with Cornell University, NAACC, and the Stormwater Coalition of Tompkins County.

### **Tasks:**

1. Collect catch basin data using the SWCD protocol
  - a. Noting the grate type, number of culverts inside, direction of flow, how the culverts connect to other ones.
  - b. Recording or giving a best estimate of the size, shape, and material of the culverts
2. Collect ditch data using the SWCD protocol
  - a. Using GPS equipment record where the ditch starts and ends
  - b. Survey ditches for erosion potential
3. Collect culvert data to use in the Cornell University Culvert Capacity Model protocol
  - a. Noting the culvert shape, material and any other relevant information
  - b. Measuring the diameter (width & height), slope, length, road fill height
  - c. Recording location (latitude and longitude coordinates) and giving a description of the location
4. Collect culvert and habitat data using the North Atlantic Aquatic Organism Connectivity Collaborative (NAACC) protocol

CCETC will provide SWCD with all the data, NAACC with all the habitat data and Cornell University Biological and Environmental Engineering with the culvert capacity data.

CCETC will provide written and financial reports for the tasks CCETC undertakes to SWCD for inclusion in reports needed to fulfill the requirements of the funder, NYS Dept. of Environmental Conservation.