

# AGREEMENT

<p><b>New York State Department of Agriculture and Markets 10B Airline Drive Albany, NY 12235-0001 Agency Code 06000</b></p> <p><b>Contract Authority:</b> Chapter 108 of the Laws of 2006</p>	<p>Contract Number: _____</p> <p>Amount of Agreement: \$ _____</p> <p>Contract Period: _____ to _____</p> <p>Federal ID: _____</p>
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Contractor Name/Project Sponsor: \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing Address (if different from above): \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Title/Description of Project: \_\_\_\_\_

<b>THIS AGREEMENT INCLUDES THE FOLLOWING:</b>	<b>FOR AMENDMENTS CHECK THOSE THAT APPLY:</b>	
<input checked="" type="checkbox"/> This Coversheet <input checked="" type="checkbox"/> Appendix A (Standard Clauses for all New York State Contracts) <input checked="" type="checkbox"/> Appendix B (Project Budget) <input checked="" type="checkbox"/> Appendix C (Scope of Work) <input checked="" type="checkbox"/> Appendix D (The Department's General Conditions) <input checked="" type="checkbox"/> Appendix E (The Department's Special Conditions) <input type="checkbox"/> Appendix F - Other (Identify) _____	<input type="checkbox"/> Additional Work <input type="checkbox"/> Extension of Time From _____ to _____ <input type="checkbox"/> Increase Amount <input type="checkbox"/> Decrease Amount <input type="checkbox"/> Renewal: Remaining <input type="checkbox"/> Revised Budget <input type="checkbox"/> Revised Scope of Work <input type="checkbox"/> Other _____	If Increase/Decrease in Amount:  Previous Amount: \$ _____ Increase/decrease _____ New Total: \$ _____

**The Contractor and the Department agree to be bound by the terms and conditions contained in this Agreement**

<b>CONTRACTOR</b>	<b>NYS DEPARTMENT OF AGRICULTURE &amp; MARKETS</b>
Signature of Contractor's Authorized Representative:  _____  Date: _____  Typed or Printed Name of Above Representative:  _____  Title of Authorized Representative:  _____  Notary Public: On this day before me personally appeared _____, to me known, and known to me to be the same person who executed the above instrument and duly acknowledged the execution of the same.  _____  Attorney General: _____	Signature of Authorized Official:  _____  Date: _____  Typed or Printed Name of Above Official:  _____  Title of Authorized Official:  _____  State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.  _____  Approved: Alan G. Hevesi, Comptroller By: _____

## APPENDIX D

### GENERAL CONDITIONS FOR AGREEMENTS

#### NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS

These general conditions apply to the administrative aspects of the agreement and reflect New York State's contract record keeping and payment procedures. These general conditions cannot be changed.

#### PAYMENT

An advance payment of not more than ninety percent (90%) of the amount to be paid under this Agreement will be made to the **Contractor** after approval of this Agreement by the State Comptroller.

The **Contractor** shall submit all requests for payment and reports to the following address: NYS Department of Agriculture and Markets, Division of Fiscal Management, 10B Airline Drive, Albany, NY 12235. Invoices, Standard Vouchers and any reports will not be considered received by the **Department** and any interest which may be due the **Contractor** will not begin to accrue until they have been received by the Division of Fiscal Management.

Initial payment to the **Contractor** under this Agreement shall not be made unless the **Contractor** shall have submitted to the **Department** a written payment request together with such information as required by the Agreement. Initial payment shall not be due until the latter of either the last day of the \_\_\_\_\_ calendar month of the term of this Agreement, or the thirtieth calendar day after receipt of the payment request, where contract funds have been appropriated and made available to the **Department**.

Upon examination of the **Contractor's** payment requests and supporting material, the **Department** may, in its sole discretion, modify or adjust the amount requested to reflect contract funds expended as of the date of the request. Subsequent to its review and approval of the payment request, the **Department** will transmit the request to the Comptroller for payment.

Monies received pursuant to this Agreement shall be deposited by the **Contractor** in a separate interest bearing account. Prior to final payment, the **Contractor** must submit to the **Department** a statement of interest earned during the term of this Agreement. The final payment will be offset by the amount of any interest earned.

The total payment made under this Agreement will not exceed the **Contractor's** actual costs and expenses arising from the completion of the work under this Agreement.

Final payment, including payment of retained amounts if any, shall not be made until work under the Agreement is completed to the satisfaction of the **Department** and the **Contractor's** final performance report and a final budget report detailing receipt and expenditure of all funds received pursuant to this Agreement by major budget category are received and accepted by the **Department**. Satisfactory completion and acceptance shall be defined as conformance to established standards for such reports and conformance to the attached plan of work.

## **PROGRESS REPORTS**

The **Contractor** shall file written progress reports with the **Department on a quarterly basis**. Progress reports shall provide a detailed narrative description of the work that has been completed under this Agreement and shall include an identification of specific objectives that have been accomplished to date.

## **PAYMENT CONTINGENCY**

Funds for payment under this Agreement are provided to the **Department** through appropriations from the New York State Legislature. These appropriations are made on a fiscal year basis. New York State's fiscal year begins on April 1 of each calendar year and ends on March 31 of the following calendar year. Funds for payments under this Agreement were appropriated to the **Department** during fiscal year **2006-2007**. Payments made after fiscal year **2006-2007** or payment for work pursuant to this Agreement which is completed or continued by the **Contractor** after fiscal year **2006-2007** is subject to appropriation of funds by the Legislature in each subsequent fiscal year.

## **RETAINAGE**

The **Department** shall retain ten (10) percent of the budget amount of this Agreement once payment to the **Contractor** equals ninety (90) percent of the budget amount to ensure completion of the work under this Agreement. The total amount retained shall be paid to the **Contractor** together with the final payment under this Agreement and shall be subject to the same conditions as the final payment.

## FINANCIAL LIMIT

The financial limit of State appropriated funds under this Agreement is **Dollars (\$ )** and the **Department** shall not be obligated to make any payment to the **Contractor** in excess of that amount.

## CONTRACT EXPENDITURES

Expenditures under this Agreement shall conform to the budget annexed as Appendix B, provided however, that the **Contractor** may vary budget amounts by not more than fifteen percent (15%) within each specific budget category. Any budget variance in excess of fifteen percent (15%) shall be made only upon the prior written approval of the **Department**. This paragraph does not apply to budget amounts of one thousand dollars (\$1,000.00) or less.

## NON-DUPLICATION OF PAYMENTS

The payments received by the **Contractor** under this Agreement shall not duplicate payments received from any other source for the work performed under this Agreement. In the event of such duplication, the **Contractor** shall remit to the **Department** the amount which duplicates payment received from other sources.

## SUBCONTRACTS

Any subcontract under this Agreement shall be in writing and shall clearly describe the goods or services to be provided and the total cost of such goods or services. Subcontracts for services only shall separately state the rate of compensation on a per-hour or per-day basis.

## FINAL REPORT

Not later than sixty (60) days from completion of the work under this Agreement, the **Contractor** shall file with the **Department** a final written report summarizing the **Contractor's** performance of the work under this Agreement. The final report shall include photographs of the completed improvements, and a copy of any required permits or certificates.

## RECORDS MAINTENANCE, EXAMINATION AND RETENTION

The **Contractor** shall maintain records and accounts in specific detail to identify all contract funds received and expended under this Agreement. The **Contractor** shall

maintain a daily written record which contains the name(s) of the officer(s) and employee(s) providing services under this Agreement and the amount of time expended upon such services.

The **Contractor** shall maintain the records required under this paragraph as set forth in Appendix A to this Agreement.

## **INDEMNIFICATION**

The **Contractor** agrees to indemnify and hold harmless the State of New York and the **Department** from all liability incurred by the **Department** for bodily injury and personal property damage resulting from the negligent acts, errors or omissions of the **Contractor**, its officers, agents or employees in the provision of services under this Agreement, provided that the **Department** promptly notify the **Contractor** of any such claim and afford the **Contractor** an opportunity to defend such claim and cooperate fully with the **Contractor** in the defense of any claims.

## **NON-SECTARIAN PURPOSE**

The **Contractor** shall not expend funds received under this Agreement for any purposes other than for performance of the work under this Agreement, and hereby represents that no contract funds shall be expended directly or indirectly for any private or sectarian purpose.

## **CONTRACTOR NOT DEPARTMENT EMPLOYEE OR AGENT**

Neither the **Contractor**, nor its agents, employees, suppliers or subcontractors shall be in any way deemed to be employees or agents of the **Department** or of the State of New York in performing the work under this Agreement.

## **DEVIATION FROM WORK**

The **Contractor** shall perform the work under this Agreement as outlined in the scope of work annexed as Appendix C. Any substantial deviation from the plan of work shall require the prior written approval of the **Department**.

## **TERMINATION**

The **Department** may terminate this Agreement for convenience upon giving thirty (30) days written notice to the **Contractor**. This Agreement may be terminated at any time upon mutual written consent of the **Department** and the **Contractor**. Upon

termination, the **Contractor** shall immediately cease work and prepare a statement of costs, expenses and non-cancelable commitments incurred as of the date of such termination.

The **Department** may terminate this Agreement for cause upon giving one (1) days written notice.

The **Contractor's** failure to perform in accordance with the terms of this Agreement due to circumstances reasonably beyond the **Contractor's** control should not constitute cause for termination pursuant to this provision. In the event of such failure to perform, the **Department** may, at its option, either grant the **Contractor** a specified period in which to correct its performance, or terminate this Agreement in accordance with this paragraph.

## **MODIFICATION**

This Agreement may not be modified unless such modification is made in writing, executed by the **Department** and the **Contractor** and approved by the Attorney General and Comptroller of the State of New York.

## **NECESSARY SIGNATURES**

This Agreement shall not be binding and effective upon the **Department** unless and until approved by the Attorney General and the Comptroller of the State of New York.

**APPENDIX E**  
**SPECIAL CONDITIONS FOR AGREEMENTS**  
**NEW YORK STATE DEPARTMENT OF**  
**AGRICULTURE AND MARKETS**

**These special conditions apply to the administrative aspects of this particular agreement. These special conditions cannot be changed.**

**INSURANCE**

The **Contractor** shall obtain and keep in force during the term of this Agreement insurance policies, naming the State of New York and the **Department** as additional insured as follows:

TYPE	AMOUNT
COMMERCIAL GENERAL LIABILITY INSURANCE	\$1,000,000

Certificates of insurance showing the above coverages shall be provided to the **Department** within ten (10) business days from the date the **Contractor** executes the Agreement. The certificates shall provide that the policies shall not be amended or cancelled upon less than ten (10) days written notice to the **Department** from the policy issuers.