

**RIDER TO CONSULTING AGREEMENT,  
DATED AS OF \_\_\_\_\_, 2014  
BY AND BETWEEN AKRF, INC., CONSULTANT  
and  
TOWN OF NEW PALTZ, CLIENT**

Anything in the foregoing agreement to which this rider is attached to the contrary notwithstanding, the parties hereby agree as follows:

**A. Independent contractor status:** The Consultant, in accordance with Consultant's status as an independent contractor, agrees that Consultant will conduct himself/herself consistent with such status. Consultant will not hold out as, nor claim to be, an officer or employee of the municipality by reason hereof nor make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the municipality, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit or other benefit. Consultant understands and agrees that the Town will make no deduction from payments hereunder on account of federal or state income tax, social security, disability or unemployment insurance or the like. Consultant is solely responsible for payment of all governmental obligations arising in connection with this Agreement. Neither party nor any of their respective officers, employees or independent contractors is authorized or empowered to act as agent for the other for any purpose and shall not, on behalf of the other, enter into any contract, warranty or representation as to any matter, except as specifically allowed herein and limited to the narrowest construction thereof.

**B. Insurance:** It shall be a material provision of this Agreement and a condition precedent to the obligations of the Town herein that the Consultant maintain the insurances as provided and in the amounts as set forth on the "Insurance Schedule" attached to and made a part of this Rider.

C. **No assignment:** The parties represent that the Consultant has been retained based, in part, upon the Consultant's representation of personal skill and qualification to perform the work required. Consultant shall not assign Consultant's rights or obligations hereunder without the prior written consent of the municipality nor shall Consultant subcontract, either directly or indirectly, any of Consultant's responsibilities hereunder without the prior written consent of the municipality.

TOWN OF NEW PALTZ

By: \_\_\_\_\_  
Susan Zimet, Supervisor

AKRF, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**INSURANCE SCHEDULE**  
**CONTRACT INSURANCE REQUIREMENTS**  
**FOR PROFESSIONAL SERVICES**

**CONDITIONS OF INSURANCE**

Unless otherwise authorized by the Town of New Paltz, strict adherence to this schedule is required. Any deviation without prior authorization from the Town will result in a delay in the finalization of this Agreement.

Consultant shall submit copies of any or all required insurance policies as and when requested by the Town.

**CERTIFICATES OF INSURANCE**

Consultant shall file with the Town, prior to commencing work under this Agreement, all proper Certificates of Insurance.

The Certificates of Insurance shall include:

- a. Name and address of Insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on the certificate
- g. Limits of liability for all policies included on the certificate
- h. "Certificate Holder" shall be the Town of New Paltz, P.O. Box 550, New Paltz, NY

12561.

If Consultant's insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the Town shall be provided with a new certificate indicating the replacement policy information as requested above. The Town requires thirty (30) days prior written notice of cancellation [fifteen (15) days for non-payment of premium] from the Insurer, its agents or representatives.

**WORKERS' COMPENSATION AND DISABILITY INSURANCE**

Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide Certificates of Insurance evidencing this coverage to the Town.

If Consultant is not required to carry such insurance, Consultant must submit form CE-200 attesting to the fact that it is exempt from providing WC and/or DB Insurance coverage for all of its employees. This form and the instructions for completing it are available at <http://www.wcb.ny.gov>.

The manner of proof related to WC and DB Insurance is controlled by New York State Laws, Rules and Regulations. "ACORD" forms are not acceptable proof of WC and/or DB Insurance.

### **COMMERCIAL GENERAL LIABILITY INSURANCE:**

Consultant shall take out and maintain during the life of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the Client from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by Consultant, by any subcontractor, or by anyone directly or indirectly employed by either of them.

It shall be the responsibility of Consultant to maintain such insurance in amounts sufficient to fully protect itself and the Client, but in no instance shall amounts be less than the minimum acceptable levels of coverage set forth below:

- Bodily Injury Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence, and in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** general aggregate.
- Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** general aggregate.

Other Conditions of Commercial General Liability Insurance:

- a. Coverage shall be written on Commercial General Liability form.
- b. Coverage shall include:
  1. Contractual Liability
  2. Independent Contractors
  3. Products and Completed Operations
- c. "Additional Insured" status shall be granted to "Town of New Paltz, P.O. Box 50, New Paltz, NY 12561", shown on the Commercial General Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

### **AUTOMOBILE LIABILITY INSURANCE**

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by Consultant, with a minimum Combined Single Limit (CSL) of **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS**.

Coverage shall include:

- a. All owned vehicles
- b. Hired car and non-ownership liability coverage
- c. Statutory No-Fault coverage

### **PROFESSIONAL LIABILITY INSURANCE (e.g., MALPRACTICE INSURANCE)**

- [ ] If this box is checked, Professional Liability Insurance shall be provided by the Consultant in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS**.