

DOCUMENT 000101 - PROJECT TITLE PAGE

1.1 PROJECT MANUAL VOLUME 1

- A. 140 Lima Road – Rehabilitation Project
- B. Livingston County Land Bank Corporation
- C. Town of Geneseo, NY
- D. Project No. 43.7170.02
- E. Owners Representative: T.Y. Lin International, Engineering and Architecture, P.C.
- F. 255 East Avenue
- G. Rochester, NY 14604
- H. Phone: 585-512-2000
- I. Website: <https://www.tylin.com>
- J. Issued: 9-23-20
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END OF DOCUMENT 000101

DOCUMENT 000115 - LIST OF DRAWING SHEETS

1.1 LIST OF DRAWINGS

- A. Drawings: Drawings consist of the Contract Drawings and other drawings listed below and separately bound.
- B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:
 - 1. SK-1 Floor Plan
 - 2. SK-2 Basement and Roof Plan
 - 3. SK-3 Photographs END OF DOCUMENT 000115

DOCUMENT 001116 - INVITATION TO BID

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Qualified bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders.
- B. Project Identification: 140 Lima Road – Rehabilitation Project
 - 1. Project Location: 140 Lima Road, Geneseo, NY 14454
- C. Owner: Livingston County Land Bank Corporation Address: 6 Court Street, Room 305, Geneseo, NY 14454
 - 1. Owner's Representative: T.Y. Lin International, Engineering and Architecture, P.C.
- D. Project Description: Project consists of selective demolition of interior and exterior building elements, partial structural foundation and framing remediation, new finishes, systems and countertops.
- E. Construction Contract: Bids will be received for the following Work:
 - 1. Prime Contract.
 - a. Lump Sum for all work depicted on the drawings

1.2 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed bids until the bid time and date at the location indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
 - 1. Bid Date: 10-21-20
 - 1. Bid Time: 3:00 pm
 - 2. Location: LCLBC – 6 Court Street, Room 305, Geneseo, NY 14454-1043
- B. To be considered “delivered on time”, a submission must be received at the above-mentioned location by the specified time and day. The official time for the receipt of bids will be the time shown on the time stamp located in the LCLBC’s office located in Room 305 on the third floor of the Livingston County Government Center, 6 Court Street, Geneseo, NY 14454. All bids received after the time stated will not be considered and will be returned unopened to the bidder.
- C. All bidders assume the risk of any delay in the mail or in the handling of the mail by employees, whether sent by mail or by means of personal delivery. Bidders assume sole responsibility for having their bid deposited on time at the place specified. Security procedures are in effect at the Livingston County Government Center. Interested bidders who intend to hand deliver their bid should allow sufficient time for any delay which may arise as a result of security procedures.

- D. Bids will be publicly opened and read in Room 305 of the Livingston County Government Center at 3:00 p.m. on October 21, 2020. Due to COVID-19, the bid opening will be conducted while practicing social distancing and face masks must be worn. If you intend to be present at the opening, it is required you notify Joe Gunther of LCLBC via e-mail at JGunther@co.livingston.ny.us no later than one (1) day in advance of the opening.
- E. The following two items will automatically render a bid unacceptable to Owner:
 - 1. Failure to sign the Bid Form.
 - 2. Failure to include the necessary Bid Bond.It shall be fully understood that any deviations from the inclusion of the above items will be grounds to see the bid as non-compliant and will not be considered for award.
- F. Owner reserves the right to waive any informality or to reject any or all bids. The contract may be awarded to the lowest responsible bidder taking into consideration the reliability and experience of the bidder.
- G. A bidder may withdraw his/her bid if no award is made within sixty (60) days after the bid opening. A written notice must be submitted via certified or registered mail to the attention of Joe Gunther, 6 Court Street, Room 305, Geneseo, NY 14454 prior to the contract award. The notice must clearly state the withdrawal is based upon the fact the contract was not awarded within sixty (60) days after the bid opening.
- H. The bid amount submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with the Owner.
- I. Prevailing wage rates do NOT apply for this project.

1.3 BONDS

- A. A Bid Bond as a guarantee that the Bidder will enter into the Contract if awarded same, in an amount no less than five percent (5%) of the annual Contract amount, shall be submitted with the Bid on forms provided by an acceptable surety licensed to do business in New York State. Certified or bank checks will not be accepted.
- B. Selected bid awardee shall provide a Performance Bond covering faithful and satisfactory performance of the work contracted, in an amount equal to one hundred percent (100%) of the annual contract amount, shall be furnished on a form provided by an acceptable surety licensed to do business in New York State. Certified or bank checks will not be accepted.
- C. Selected bid awardee shall provide a Labor and Material Payment Bond covering faithful and satisfactory performance of the work contracted, in an amount equal to one hundred percent (100%) of the amount, shall be furnished on a form provided by an acceptable surety licensed to do business in New York State. Certified or bank checks will not be accepted.

1.4 APPENDICES

- A. Owner has included Appendix A, Appendix B and Appendix C at the end of the bid package in the form and manner as the successful bid awardee shall sign during the contracting process.
- B. Owner has included Attachment D Certification Pursuant to Section 103-g of the New York State Municipal Law at the end of the bid package. Bidder shall sign and submit said attachment as part of a bid response.

1.5 DOCUMENTS

Bid Documents can be obtained by contacting the owner via e-mail at: JGunther@co.livingston.ny.us. Documents will be provided in electronic format.

All prospective bidders are requested to register with Joe Gunther of LCLBC by emailing JGunther@co.livingston.ny.us or by calling (585) 243-7563 to ensure receipt of any issued addenda. It is the bidders' sole responsibility to ensure receipt of all issued addenda.

Questions on the bidding packet shall be directed in writing to Andrew Collini at T.Y. Lin International at Andrew.Collini@tylin.com. All requests for Bid clarification must be submitted by October 14, 2020. All questions will be answered via email and documented in writing as an addendum to the Bid. All issued addenda will be sent out on or before October 14, 2020, via email, to all who received the original bid and registered with Joe Gunther of LCLBC.

A Pre-Bid Conference will be conducted at the project location on October 7, 2020 at 11:00 am. Meet at the project site at 140 Lima Road, Geneseo, NY 14454. Bidders are strongly encouraged to attend.

1.6 SCHEDULE

- A. Contractor's Construction Schedule: Bidders shall submit a demolition and restoration schedule for the entire construction period. Any bids received without a schedule will not be considered for award.

1.7 TIME OF COMPLETION

- A. Bidders shall begin the Work within 10 business days of receipt of the executed contract and shall complete the Work within the time stated in the award.

1.8 BIDDER'S QUALIFICATIONS

- A. Minimum Standards for Demolition and Rehabilitation
- B. All Contractors submitting a bid shall provide evidence of compliance with the minimum standards for demolition, rehabilitation, or new construction as set forth below by LCLBC's Grantor:

Demonstrated prior experience in the rehabilitation or construction of housing in accordance with applicable codes, standards, rules, and regulations, including references from at least three relevant construction or rehabilitation projects within the past five years, and;

Use of responsible and licensed subcontractors. As part of the Bid Form, bidders **MUST** complete the Subcontractor List located at the end of the bid package naming each subcontractor and the amount to be paid under the Base Bid. The Subcontractor List **MUST** be inserted in a separate sealed envelope bearing on its face the name and address of the bidder and noting "Subcontractor List". This sealed envelope **MUST** be enclosed in the sealed envelope containing the bid. If you have no subcontractors, you **MUST** still enclose the list and indicate "NONE" in the appropriate columns. Failure to enclose the Subcontractor List will result in a

rejection of your bid.

Evidence of insurance in accordance with the requirements set forth herein.

Appropriate certifications by general contractor or sub-contractor for all lead-based paint.

- C. The selected Contractor or any sub-contractors shall not have a recent history of the following:

Local, State, or Federal tax arrears

Labor violations

Arson, fraud, bribery, or grand larceny conviction or pending case

A record of substantial building code violations or litigations on property controlled by the contractor or by any entity or individual that comprises the contracting entity.

Formal debarment or suspension from entering into contracts with any governmental agency or other notification or ineligibility for or prohibition against bidding or proposing on government contracts.

Denial of a contract based on any obligation to, or unsatisfied judgment or lien held by, a governmental agency.

- D. INDEMNIFICATION BY THE SUCCESSFUL BIDDER

To the fullest extent permitted by applicable law, the selected Contractor shall indemnify, defend, and hold harmless LBLBC and its, officers, directors, servants, agents, representatives, and employees (each, individually, an “indemnified party” and, collectively, the “indemnified parties”), from and against all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys’ fees and disbursements), causes of action, suits, claims, damages penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage and claims brought by third parties for personal injury and/or property damage (collectively, “damages”) incurred by any indemnified party to the extent caused by (i) any breach of this contract by the successful bidder, its subcontractors, officers, directors, members, servants, agents, representatives, or employees, or (ii) the malfeasance, misfeasance, nonfeasance, negligence, unlawful act or omission, or intentional misconduct of the successful bidder, its subcontractors, officers, directors, members, servants, agents, representatives, or employees, arising out of or in connection with this contract or the work.

- E. Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Prospective Bidder shall furnish to Owner all such information for this purpose as Owner may request. Owner reserves the right to withhold qualification if the evidence submitted by or investigation of such Prospective Bidder fails to satisfy Owner that such Prospective Bidder is properly qualified to carry out the obligations of the proposed Project. The determination of which bidders are qualified is not protestable, except as allowed by law.

1.9 NON-COLLUSIVE BIDDING CERTIFICATION

- A. Bidder shall sign and submit the Non-Collusive Bidding Certification as attached at the end of the bid package.
- B. By submission of this bid, each bidder and each individual signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening directly or indirectly, to any other bidder or to any competitor, and

No attempt has been made or will be made by the bidder to induce any other individual, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

1.10 INSURANCE REQUIREMENTS

- A. The successful bidder shall be required to provide for itself and maintain at its own cost and expense until the completion of the work the following forms of insurance:

Commercial General Liability coverage with limits of liability not less than One Million Dollars (\$1,000,000) per occurrence, not less than Two Million Dollars (\$2,000,000) annual aggregate, and not less than Two Million Dollars (\$2,000,000) in products/completed operations aggregate.

Comprehensive Automobile Liability coverage on owned, hired, leased, or non-owned autos with limits not less than One Million Dollars (\$1,000,000) combined for each accident.

Workers' Compensation and Employers' Liability in form and amounts required by law.

The Livingston County Land Bank Corporation (6 Court Street – Room 305, Geneseo, NY 14454) and Enterprise Community Partners, Inc. (11000 Broken Land Parkway, Suite 700, Columbia, MD 21044) shall be named as additional insured on the policies required by subparagraphs (A) and (B) above.

- B. The successful bidder shall furnish certificates of insurance along with ACORD 25 and 855 to LCLBC and corresponding policy endorsements setting forth the required coverage hereunder prior to entering any property or commencing any work, and such policies shall contain an endorsement (1) requiring the carrier to give at least ten days' prior notice of cancellation to LCLBC, and (2) waiving subrogation. The successful bidder shall provide LCLBC with copies of these policies and endorsements.
- C. All insurance required by this contract shall be primary and non-contributing to any insurance maintained by LCLBC. The successful bidder's policy may not contain any exclusion for NYS Labor Law, injury to employees or injury to subcontractors. Subcontractors are required to have an unmodified Commercial General Liability policy without limitation with respect to

Employers Liability and injury to Independent Contractors. The successful bidder shall ensure that any subcontractors hired carry insurance with the same limits and provisions provided herein. The successful bidder agrees to cause each subcontractor to furnish LCLBC with copies of certificates of insurance along with ACORD 25 and 855 and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such contractor entering any property or commencing any work.

2.0 PROSPECTIVE BIDDER'S CHECKLIST

- A. In an effort to assist the Prospective Bidder's in properly completing all documentation required, the following checklist is provided for the Prospective Bidder's convenience. The Prospective Bidder is solely responsible for verifying compliance with prequalification requirements.
- B. Bids must be submitted in a sealed envelope with the project name plainly written on the outside and include the name and address of the bidder. Please include the following in the sealed envelope:
1. Bid Form pertaining to the work of your bid, filled out and signed.
 2. A list of at least three (3) references of similar construction/rehabilitation projects within the past five (5) years.
 3. Resumes of key individuals
 4. Copy of applicable Contractor's license(s).
 5. Demolition and Restoration Schedule.
 6. Non-Collusion Bidding Certificate, signed.
 7. Attachment D – Iran Divestment Certificate, signed.
 8. Bid security in the amount of 5% of the Base Bid (certified or bank check will not be accepted).
 9. Subcontract List, filled out per instructions provided.

END OF DOCUMENT 001116

DOCUMENT 003143 - PERMIT APPLICATION

1.1 PERMIT APPLICATION INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. This Document and its attachments are not part of the Contract Documents.
- B. Permit Application: The successful bidder will be required to obtain all required demolition and building permits in accordance with regulations on file with all authorities having jurisdiction within five days of the date of execution of the Contract.
- C. Permit: A copy of all permits shall be provided to the owner.

END OF DOCUMENT 003143

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder:_____.
- B. Project Name: 140 Lima Road – Rehabilitation Project
- C. Project Location: 140 Lima Road, Geneseo, NY 14450
- D. Owner: Livingston County Land Bank Corporation.
- E. Owners Representative: T.Y. Lin International, Engineering and Architecture, P.C
- F. Project Number: 43.7170.02

1.2 CERTIFICATIONS AND BASE BID

- A. BASE BID, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by TYLIPC, having visited the site, and being familiar with all conditions and requirements of the work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the work outlined herein, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. _____Dollars (\$_____).

The sum offered shall be guaranteed for a period of 60 days.

- B. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Owners Representative and shall fully complete the Work within the timeframe specified in the submitted construction schedule.

1.3 SUBMISSION OF BID

- A. Respectfully submitted this_____day of_____, 2020.
- B. Submitted By_____
- (Name of firm or corporation).
- C. Authorized Signature:_____(Handwritten signature).
- D. Printed Name:_____
- E. Title:_____(Owner/Partner/President/Vice President).

- F. Street Address:_____.
- G. City, State, Zip_____.
- H. Phone:_____.
- I. License No.:_____.
- J. Federal ID No.:_____.
- K. (Affix Corporate Seal Here).



1.4 The selected Contractor shall agree to perform the specified work in accordance with the New York State Land Bank Program Terms and Conditions Grant Agreement as set forth below:

- A. Equal Opportunity The Contractor represents that, in conducting the activities described in this Agreement, the Contractor shall not and will not discriminate in its activities and operations on the basis of age, race, creed, ethnicity, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by the United States federal, state or local law. The Contractor also agrees that it will act with the highest professional standards.
- B. Sanctions Contractor agrees that Grant Proceeds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224. None of the Contractor, any of its parent entities or subsidiaries or, to the knowledge of the Contractor, any director, officer, agent, employee or affiliate of the Contractor or any of its parent entities or subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. Government, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (or any successor thereto) ("OFAC"), or other relevant sanctions authority (collectively, "Sanctions"), and the Contractor will not directly or indirectly use the Grant Proceeds, or lend, contribute or otherwise make available such proceeds to any parent entity, subsidiary, affiliate, joint venture partner or other person or entity (i) to fund any activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions or (ii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. By signing this Agreement, Contractor represents that neither the Contractor nor any principal of Contractor, nor any person or entity owning a direct or indirect interest in or having a direct control over Contractor is a person or entity that is named as a "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets control at its official

website: <http://www.treas.gov/ofac/t11sdn.pdf>. Contractor represents and warrants to Enterprise that, in connection with the use of the Grant, and generally in its dealings with Enterprise, Contractor shall not directly or indirectly deal with a person, entity or any other party (including official or de facto authorities) that are:

- i. located, domiciled, resident, incorporated or operating in a country/region subject from time to time to any sanctions and/or trade embargoes administrated by any Sanctioning Authority, as well as any other country designated by a Sanctioning Authority or notified by Enterprise as a “Sanctioned Country”; or
 - ii. subject to any sanctions lists administrated by authority responsible for the administration of sanctions and embargoes in the United Nations, the European Union, Switzerland, United States (Office of Foreign Assets Control of the US Department of Treasury) and in any other applicable country notified from time to time by Grantor (each a “Sanctioning Authority”); or
 - iii. owned or controlled by a person, entity or any other party as defined in (a) or (b) above, (collectively, “Restricted Parties”) and that neither it nor its directors, officers, agents or employees are Restricted Parties.
- C. Nondiscrimination; Compliance with Fair Housing Act and Equal Credit Opportunity Act Contractor shall not discriminate in its activities and operations in connection with this Agreement on the basis of age, race, creed, ethnicity, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by the United States federal, state, or local law or regulation. Contractor expressly agrees not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto. Contractor shall require any Subrecipient, Subcontractor, sub-Subrecipient, Sub-Subcontractor or Property Owner receiving Grant Proceeds to comply with the obligations set forth in this section, including by providing their express agreement not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.
- D. Compliance with Law and Prohibited Uses Contractor shall comply with all federal, state, and local laws and regulations related to its performance or fulfilment of any acts, duties or obligations referred to under this Agreement or otherwise generally applicable to Contractor and its organization and activities.
- E. Anti-Corruption/Bribery Contractor represents and warrants that it is familiar with and is in compliance with the Foreign Corrupt Practices Act of 1977 (FCPA) (15 U.S.C. § 78dd-1, et seq.) (as amended) and shall not engage in any form of bribery, collusive practice or any other form of corruption, nor will it extort, solicit, receive, offer, promise or give any undue financial or other advantage, directly or indirectly, in connection with any of its dealings with Enterprise. Furthermore, Contractor nor any person acting on its behalf shall authorize the giving of, offer, or give anything of value to any official or employee of the government or any state owned entity, any agent or representative of the foregoing, or any other person (including any Enterprise employee, contractor or agent) to improperly obtain, retain, or direct business or any improper advantage for or to any person.

- F. Lobbying and Political Activity Contractor shall not use any funds disbursed to it under this Agreement for any political campaign or to influence the outcome of any election, to carry on propaganda, to lobby or otherwise attempt to influence legislation or the outcome of any specific public election, to carry on directly or indirectly, any voter registrations drive or to conduct any activities described in Sections 4945(d) and (e) of the United States Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder.
- G. Construction Rider In the event Grant Proceeds are expended to fund the acquisition, rehabilitation, improvement, or demolition of real property, Contractor shall comply with the terms and conditions set forth under the Land Acquisition and Construction Rider hereto.
- H. Land Acquisition and Construction Rider The Contractor represents, warrants and covenants that any construction, demolition or rehabilitation of real property performed in connection with this Agreement shall be in compliance with all applicable laws, rules, restrictions, orders and regulations, including but not limited to, environmental laws and regulations and locally accepted construction practices. In addition, The Contractor will make its best effort to meet Enterprise Green Communities criteria:

www.enterprisecommunity.org/solutions-and-innovation/green-communities/criteria

END OF DOCUMENT 004113

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Pre-demolition photographs.
 - 2. Periodic demolition photographs.
 - 3. Final completion construction photographs.

1.2 INFORMATIONAL SUBMITTALS

- A. Digital Photographs: Submit image files within 1 day of taking photographs.
 - 1. Submit photos on CD-ROM or thumb-drive.
 - 2. Identification: Provide the following information with the submission of all photographs taken:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Name of Owner.
 - d. Name of Contractor.
 - e. Date photograph was taken.

1.3 FORMATS AND MEDIA

- A. Digital Photographs: Provide color images in JPG format.
- B. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
- C. Metadata: Record accurate date and time from camera.

1.4 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs with maximum depth of field and in focus.
- C. Preconstruction Photographs: Before commencement of demolition, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points.

1. Take photographs to show existing conditions adjacent to property before starting the Work.
 2. Take photographs of existing site elements to remain either on or adjoining property to accurately record physical conditions at start of construction.
 3. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- D. Periodic Construction Photographs: Take photographs during different phases of the demolition process that illustrate progress.
- E. Final Completion Construction Photographs: Take photographs after date of Substantial Completion for submission as Project Record Documents.

END OF SECTION 013233

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.3 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Portable toilet facilities: Sufficient to accommodate needs of construction personnel. Keep facilities clean and orderly.
- B. Drinking water shall be available on site at all times.
- C. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 degrees Fahrenheit.
 - A. Provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

- B. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
- C. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
- D. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

3.2 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.

END OF SECTION 015000

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL PART 1 -

GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Disposing of nonhazardous demolition waste.

1.2 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.3 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 5 days of date established for commencement of the Work.

PART 2 - EXECUTION

2.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
 - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.

2.2 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Burning: Burning of waste materials is permitted only at designated areas on Owner's property, provided required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.
- D. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.

1.2 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at final completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

1.4 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 - 1. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 3. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 5 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Owner's Representative will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment

after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1.5 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 - 1. Submit on digital media acceptable to Owner.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - EXECUTION

2.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

END OF SECTION 017700

NON-COLLUSION BIDDING CERTIFICATE

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party there to certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit, a bid for the purpose of restricting competition.**

In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within (30) thirty days from the date of opening, to furnish any and all of the items upon which prices are submitted.

FIRM NAME _____

MAILING ADDRESS _____

TELEPHONE # _____

SIGNED BY _____

TITLE _____

DATE _____

RETURN THIS PAGE AS PART OF BID

APPENDIX A

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the Livingston County Land Bank (herein after "Land Bank").

- I. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 109 of the **General Municipal Law**, this contract may not be assigned by the contractor or its right, title or interest there in assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Land Bank and any attempts to assign the contract without the Land Bank's written consent are null and void.
- II. **OBLIGATIONS UNDER THE NYS LAND BANK PROGRAM GRANT AGREEMENT.** Contractor agrees that the work will be performed in accordance with the NYS Land Bank Program Terms and Conditions Grant Agreement as set forth in Schedule A as "NYS Land Bank Grant Agreement".
- III. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 108 of the **General Municipal Law**, this contract shall be void and of no force and effect unless the Contractor 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 provisions of the **Workers' Compensation Law**.
- IV. **NON-DISCRIMINATION REQUIREMENTS.** In accordance with Article 15 of the **Executive Law** (also known as the **Human Rights Law**) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of age, creed, race, color, sex, sexual orientation, national origin, marital or familial status, disability, military status, domestic violence victim status, criminal or arrest record, or predisposing genetic characteristics. Furthermore, in accordance with Section 220-e of the **Labor Law**, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the **Labor Law**, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
- V. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the **Labor Law** or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statute, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
- VI. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 103-d of the **General Municipal Law**, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Land Bank a non-collusive bidding certification on Contractor's behalf.
- VII. **SET-OFF RIGHTS.** The Land Bank shall have all of its common law and statutory rights of set-off.

These rights shall include, but not be limited to, the Land Bank's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the Land Bank with regard to this contract.

- VIII. **RECORD-KEEPING REQUIREMENT.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The Land Bank or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", as used in this clause 10, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.
- IX. **MEDICAID/MEDICARE COMPLIANCE.** If this contract involves the provision of services and/or materials, any portion of the cost of which will be billed to the Federal or New York State Medicare or Medicaid health care programs, the Contractor certifies that the Contractor, and all employees, directors, officers and subcontractors of the Contractor, are not "excluded individuals or entities" under Federal and/or New York State Medicare or Medicaid statutes, rules and regulations. The Contractor agrees to screen all employees, directors, officers and subcontractors on a monthly basis at the New York State Office of Medicaid Inspector General website, and any other website required by Federal and/or New York State Medicare or Medicaid statutes, rules and regulations, to determine if any of them are on or have been added to the exclusion list. The Contractor shall promptly notify the Land Bank if any employee, director, officer or subcontractor is on or has been added to the exclusion list. The Land Bank reserves the right to immediately cancel this contract, at no penalty to the Land Bank, if any employee, director, officer or subcontractor is on or has been added to the exclusion list. Furthermore, the Contractor agrees to indemnify the Land Bank for any damages or loss incurred by the Land Bank based upon the Contractor's failure to comply with these conditions or based upon any false certification under this section.
- X. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
- XI. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
- XII. **SEXUAL HARASSMENT COMPLIANCE CERTIFICATION.** The Contractor hereby certifies that its organization has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Said policy and training, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law. By signing this Appendix, the Contractor certifies its organization is in full compliance with the mandates of the New York State Sexual Harassment Compliance Law.
- XIII. **NO ARBITRATION AND SERVICE OF PROCESS.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York. All actions shall be venued in Livingston County. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.
- XIV. **BUDGETED FUNDS.** This contract is executory only to the extent of funds available and the Land Bank shall incur no liability beyond the funds appropriated therefore.
- XV. **APPROVAL OF BOARD OF SUPERVISORS.** This contract is subject to and conditioned upon approval by the Livingston County Land Bank Corporation's Board of Directors.

- XVI. **INCORPORATION**. The main contract contains a paragraph incorporating the terms of this appendix by reference and the parties herein have further signed and dated this appendix.

Livingston County Land Bank Corporation

Contractor
(Signature of Authorized Official Required)

Schedule A – NYS Land Bank Grant Agreement

NYS LAND BANK PROGRAM TERMS AND CONDITIONS FOR GRANT AGREEMENT

Purpose of Agreement

The purpose of this Agreement is to specify the terms and conditions under which Grantee will receive Grant Proceeds to enable Grantee to carry out the activities described in Exhibit A (also referred to from time to time as the "Work Plan") associated with Grantee's participation in the NYS Land Bank Program (also known as the "Program"), which activities are in furtherance of Enterprise's exempt purposes, and set forth in Exhibit A. From time to time, Grantor and Grantee are collectively referred to as the "Parties" and each individually, a "Party".

Grant Proceeds Disbursements

Enterprise will disburse Grant Proceeds only after the Effective Date and after Grantee has properly completed, executed and delivered this Agreement to Enterprise and upon Enterprise's receipt and approval of all items required under Exhibit D hereto (due diligence checklist). Grant Proceeds will be disbursed in quarterly installments. Each disbursement following the initial disbursement will be tendered once Enterprise has received and reviewed the items listed in the Requisition Checklist attached under Exhibit C. The payments shall be based on the estimated needs for the upcoming quarter as stated in the project budget, and will factor in adjustments made for unspent funds or unmet deliverables from the prior quarter. The initial disbursement will be based on initial estimates of need for the quarter. Each quarterly payment must be within ten percent (10%) of the estimate provided in the program budget for that quarter. Each payment subsequent to the first shall be made to the Grantee within thirty (30) calendar days following Enterprise's receipt and approval of all required program, financial and data reports as described under this Agreement, including the Requisition Checklist. Payments will be tendered to Grantee upon a finding by Enterprise, in its sole discretion that the Grantee has substantially complied with the reporting requirements set forth in this Agreement. Grantee shall also submit all required reports/documentation to Enterprise with its disbursement requests or disbursement will be delayed or withheld. Disbursement requests and corresponding reports must be submitted within fifteen (15) business days following the end of the prior quarter.

Authorized Uses and Expenditures of Grant Proceeds

The Grant Proceeds are only to be used for the activities specified in the Work Plan and in accordance with the budget set forth in Exhibit A. If Grantee deviates from the Program requirements or Work Plan or any other provision in this Agreement, such deviation shall be at Grantee's risk. Any costs related to unauthorized work shall be borne by Grantee.

Grantee shall not expend more than the amount allocated for any category in the budget without Enterprise's prior written consent. If Grantee incurs any costs prior to the Effective Date, Grantee shall not charge those costs against the Grant Proceeds without Enterprise's written consent.

Equal Opportunity

The Grantee represents that, in conducting the activities described in this Agreement, the Grantee shall not and will not discriminate in its activities and operations on the basis of age, race, creed, ethnicity, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by the United States federal, state or local law. The Grantee also agrees that it will act with the highest professional standards.

Sanctions

Grantee agrees that Grant Proceeds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224. None of the Grantee, any of its parent entities or subsidiaries or, to the knowledge of the Grantee, any director, officer, agent, employee or affiliate of the Grantee or any of its parent entities or

subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. Government, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (or any successor thereto) ("OFAC"), or other relevant sanctions authority (collectively, "Sanctions"), and the Grantee will not directly or indirectly use the Grant Proceeds, or lend, contribute or otherwise make available such proceeds to any parent entity, subsidiary, affiliate, joint venture partner or other person or entity (i) to fund any activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions or (ii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. By signing this Agreement, Grantee represents that neither the Grantee nor any principal of Grantee, nor any person or entity owning a direct or indirect interest in or having a direct control over Grantee is a person or entity that is named as a "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets control at its official website: <http://www.treas.gov/ofac/t11sdn.pdf>.

Grantee represents and warrants to Enterprise that, in connection with the use of the Grant, and generally in its dealings with Enterprise, Grantee shall not directly or indirectly deal with a person, entity or any other party (including official or de facto authorities) that are:

- (a) located, domiciled, resident, incorporated or operating in a country/region subject from time to time to any sanctions and/or trade embargoes administrated by any Sanctioning Authority, as well as any other country notified by Enterprise as a "Sanctioned Country" (which currently are the Crimea Region, Cuba, Iran, North Korea, Sudan and Syria); or
 - (b) subject to any sanctions lists administrated by authority responsible for the administration of sanctions and embargoes in the United Nations, the European Union, Switzerland, United States (Office of Foreign Assets Control of the US Department of Treasury) and in any other applicable country notified from time to time by Grantor (each a "Sanctioning Authority"); or
 - (c) owned or controlled by a person, entity or any other party as defined in (a) or (b) above,
- (collectively, "Restricted Parties") and that neither it nor its directors, officers, agents or employees are Restricted Parties.

Nondiscrimination; Compliance with Fair Housing Act and Equal Credit Opportunity Act

Grantee shall not discriminate in its activities and operations in connection with this Agreement on the basis of age, race, creed, ethnicity, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by the United States federal, state, or local law or regulation. Grantee expressly agrees not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 *et seq.*, or any regulation promulgated thereto.

Grantee shall require any Subrecipient, Subcontractor, sub-Subrecipient or Sub-Subcontractor receiving Grant Proceeds to comply with the obligations set forth in this section, including by providing their express agreement not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 *et seq.*, or any regulation promulgated thereto.

Compliance with Law and Prohibited Uses

Grantee shall comply with all federal, state, and local laws and regulations related to its performance or fulfillment of any acts, duties or obligations referred to under this Agreement or otherwise generally applicable to Grantee and its organization and activities.

Anti-Corruption/Bribery

Grantee represents and warrants that it is familiar with and is in compliance with the Foreign Corrupt Practices Act of 1977 (FCPA) (15 U.S.C. § 78dd-1, et seq.) (as amended) and shall not engage in any form of bribery, collusive practice or any other form of corruption, nor will it extort, solicit, receive, offer, promise or give any undue financial or other advantage, directly or indirectly, in connection with any of its dealings with Enterprise. Furthermore, Grantee nor any person acting on its behalf shall authorize the giving of, offer, or give anything of value to any official or employee of the government or any state-owned entity, any agent or representative of the foregoing, or any other person (including any Enterprise employee, contractor or agent) to improperly obtain, retain, or direct business or any improper advantage for or to any person.

Lobbying and Political Activity

Grantee shall not use any funds disbursed to it under this Agreement for any political campaign or to influence the outcome of any election, to carry on propaganda, to lobby or otherwise attempt to influence legislation or the outcome of any specific public election, to carry on directly or indirectly, any voter registrations drive or to conduct any activities described in Sections 4945(d) and (e) of the United States Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder.

Organizational Capacity, Subcontracting and Subgrants

- A. The Grantee represents that it currently possesses or will obtain all expertise and personnel necessary to undertake and execute the Work Plan in a manner that is satisfactory to Enterprise. The Grantee agrees to immediately report changes in staffing, management and administration funded by this Agreement to Enterprise. Grantee shall exercise a standard of care consistent with industry standards in the performance of its duties and obligations under this Agreement.
- B. The Grantee must demonstrate to Enterprise that it has reviewed the financial and performance background of any contractor, subcontractor, consultant or other entity it enters into an agreement with to provide services funded in connection with this Agreement (referred to as "Subcontractor(s)"). The Grantee must demonstrate to Enterprise that it has reviewed the financial and performance background of any Subrecipient and Subcontractor. All Subcontractors and Subrecipients must comply with the requirements set forth under Exhibit E hereto.
- C. The Grantee shall incorporate by reference into any of its contracts with Subcontractors (the "Subcontracts") or with Subrecipients ("Subgrants"), the Subcontractor or Subrecipient, as applicable, performance obligations under this Agreement and any and all applicable sections, subsections or attachments, including, without limitation, all representations, warranties and covenants. All sub-Subcontracts and sub-Subgrants shall include all such applicable sections, which shall be binding on all sub-Subcontractors and sub-Subrecipients.
- D. Enterprise reserves the right, in its reasonable discretion, to approve or require the removal of any Subcontractor or Subrecipient selected by the Grantee to provide services funded by this Grant. Enterprise may consider such Subcontractor's or Subrecipient's experience, size, staff capacity, reputation and any other factors that Enterprise deems appropriate.
- E. Nothing in this Agreement shall create an independent right of action by a Subcontractor, a Subrecipient or any

third-party contractor against Enterprise, nor provide such Subcontractor, Subrecipient or third-party contractor with beneficiary status with respect to Enterprise. Furthermore, nothing in this Agreement shall create an independent right of action by the Grantee against any contractor of Enterprise. The parties acknowledge that no contractual relationship shall be deemed to exist between any Subrecipient, any Subcontractor or third-party contractor and Enterprise.

- F. The Grantee shall take full responsibility for the acts and omissions of its Subcontractors and Subrecipients. The Grantee agrees not to enter into any Subcontracts, or revisions to Subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of Enterprise, and Enterprise shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Grantee to enter into the Subcontract.
- G. Grantee shall not enter into any Subgrant until it has received the prior written permission of Enterprise.
- H. When a Subcontract is executed, the Grantee must provide detailed Subcontract information (a copy of the Subcontract will suffice) to Enterprise within fifteen (15) calendar days after execution. Enterprise may request from the Grantee copies of subcontracts between a Subcontractor and its subcontractor(s).
- I. When a Subgrant is executed, the Grantee must provide detailed Subgrant information (a copy of the Subgrant will suffice) to Enterprise within thirty (30) calendar days after execution. Enterprise may request from the Grantee copies of agreements between a Subrecipients and any sub-subrecipients.
- J. Grantee shall not make any disbursements to its Subcontractors or Sub-Grantees for work performed by such parties without a duly executed contract, invoices, receipts or other appropriate supporting documentation evidencing such party's work and services ("Supporting Documentation"). In any sub-subgrants or sub-subcontracts between Grantee and its Sub-Subrecipients and Sub- Subcontractors, as applicable, Sub-Subrecipients and Sub- Subcontractors shall not make any disbursements to their respective sub-subrecipients and/or sub-subcontractors without adequate Supporting Documentation.

Representations and Warranties

Grantee represents and warrants that:

- a. It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or incorporation;
- b. It has full power, authority and legal right to execute and deliver this Agreement and to perform its obligations hereunder;
- c. The making and performance by it of this Agreement have been duly authorized by all necessary action and will not violate any provisions of applicable law or regulation, any provision of its charter or by-laws (or comparable, constituent documents) or any order of any court or regulatory body and will not result in the breach of, or constitute a default or require any consent under, any agreement, instrument or document to which it is a party or by which it or any of its property may be bound or affected;
- d. All authorizations, consents, approvals and licenses of, and filings and registrations with, any governmental authority required under applicable law or regulations for it to make and perform this Agreement have been obtained and are in full force and effect; and

- e. This Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms.

The foregoing representations and warranties shall remain in full force as of the date hereinabove and on each date that a disbursement of Grant funds is made to Grantee or its designee pursuant to this Agreement.

Reports

Until such time as all of the Grant proceeds have been expended by Grantee, Grantee shall submit to Enterprise on a quarterly basis, no later than fifteen (15) days after the end of the applicable calendar quarter, progress reports that contain a comparison of actual accomplishments with the Work Plan's measurable outcomes of the prior quarter. Grantee shall also submit to Enterprise the applicable items set forth under Exhibit C on a quarterly basis, no later than fifteen (15) days after the end of the applicable calendar quarter. Progress reports must include all of the information set forth under Exhibit C. Grantee shall submit to Enterprise on a quarterly basis, no later than fifteen (15) days after the end of the prior quarter, a status report of all properties planned for development, in-progress and completed for the prior quarter. Within thirty (30) days of the expiration of the Period of Performance, Grantee shall provide a narrative final report summarizing all activities conducted under the Work Plan. Such report shall also contain a financial report of expenses incurred during the prior quarter. The report should include significant program achievements and all problems encountered during the Period of Performance.

Within ten (10) calendar days of any request by Enterprise, Grantee will provide Enterprise with an attestation confirming Grantee is in compliance with the terms of the Agreement.

The Grantee shall retain and be prepared to provide the following records should they be requested by Enterprise at any time during the Period of Performance:

- I. Personnel/fringe charges verified with payroll records. Copies of payroll records from the contract start date must identify the individuals and positions supported by the Grant. Salaries that are compensated by Grant funds, in whole or in part according to approved semi-annual cash flow plans (or approved substitutions by Enterprise), must be consistent with personnel item titles that were stated in budget summaries.
- II. Supporting documentation for all non-salary expenditures. All expenses charged to the Grant must be recorded on a quarterly expenditure report and organized separately by budget categories. The Grantee shall retain these documents for a period of six (6) years following the termination of this Grant and furnished upon request by Enterprise.

Grantee shall provide Enterprise, within five (5) days of written request therefor (which written request may be provided via e-mail) such other information and documentation as Enterprise may reasonably request with respect to Grantee or its Subcontractors, or any Subrecipient.

Inspection; Right to Audit/Record Retention

Grantee agrees that Enterprise may monitor, and conduct an evaluation of, project operations during the Period of Performance. This may include meetings with your staff to discuss projects and to review financial and other records connected with the activities financed by the Grant Proceeds. Grantee shall keep (a) accurate records documenting its performance of the Work Plan including the reports described above, and (b) a legible set of books of account in accordance with generally accepted accounting principles for a minimum of ten (10) years after the expiration of the Period of Performance. Grantee agrees that the aforementioned records and books of account shall be open for inspection and making copies, excerpts and transcripts of same by Enterprise, Enterprise's grantor, or their respective auditors, during business hours and upon reasonable written request

except in the event of an emergency or in the event Enterprise's grantor requires an audit on a more expedited timeframe, in connection with any audit, investigation, dispute, litigation or preparation for filings required to be submitted by Enterprise or Enterprise's grantor as required under applicable law and regulations. Grantee agrees to make internal and third party audit staff available to Enterprise or Enterprise's grantor, during business hours (except in the event of an emergency or in the event Enterprise's grantor requires an audit on a more expedited timeframe and upon request, to discuss matters relating to the books and records of the Grantee or any third parties collaborating with Enterprise, Enterprise's grantor in connection with the Grant.

Modifications and Amendments

Both parties may amend this Agreement so long as amendments that affect the rights and obligations of either party are executed by both parties, including, without limitation, the addition or deletion of a Work Plan activity or the alteration of existing approved activities, an extension of the Period of Performance, or budget revision resulting in a change in the salary line or a transfer in the budget. Administrative changes or corrections that do not affect the rights and obligations of Grantee may be made unilaterally by Enterprise with notice to, but without consent of Grantee. Grantee must request and receive written approval by Enterprise for any addition or deletion of a Program activity, alteration of existing approved activities, extension of the Period of Performance, or changes in budget line items over 10% of the original line item amount.

Confidentiality

The Grantee agrees to keep this Agreement and any documents received from the Grantor in connection with this Agreement and the Grant Proceeds and the terms and conditions of this transaction confidential, except to the extent necessary to comply with applicable law or by direction of Enterprise and provided further that Grantee may disclose terms of this Agreement to Grantee's Representatives, Subrecipients and to Subcontractors, only to the extent such disclosure is necessary to Grantee's work under this Agreement, the use of such information is limited to the performance of the services described under this Agreement and all parties receiving Confidential Information agree to be bound by the confidentiality restrictions set forth herein. The term "Confidential Information" means any and all proprietary confidential or non-public information in any form obtained by a receiving party or its personnel, employees, subcontractors, subrecipients or agents in its performance of this Agreement. All recipients of Confidential Information shall use exercise extreme care to take all measures which are reasonably necessary in order to maintain and protect the confidentiality of the information compiled by or provided to the Grantee in the scope of its work under this Agreement. Furthermore, Grantee, Grantee's Representatives, Subrecipients and Subcontractors shall not disclose any terms and conditions relating to the Prime Grant (i.e., Enterprise's source of funding for the Grant Proceeds) to any third party. The Parties' obligations under this section shall survive termination of this Agreement. For purposes of this section, "Representatives" shall mean either Grantor's or Grantee's directors, officers, employees, auditors and legal counsel. Grantor agrees to keep Confidential Information that it receives under this Agreement confidential, except to the extent necessary to comply with applicable law or court order and provided further that Grantor may disclose the terms of this Agreement to its Representatives. Furthermore, for the avoidance of doubt, Enterprise may share the reports delivered by the Grantee pursuant to this Agreement with Grantor's Representatives and its prime grantor and Enterprise may publicize the Grant, Grantee, Subrecipient and any subcontractor in press releases, press conferences or internal or external publications or other communications as Enterprise may deem appropriate in its sole discretion.

Should Grantee determine that disclosure of Confidential Information is required by law, Grantee will provide Enterprise reasonable advance notice (at least ten (10) business days) to the extent such notice is permitted by law, so that Enterprise may take any steps it deems necessary to protect its rights and interests, including seeking relief through court action.

Use of Information

- A. The Grantee grants Enterprise the right to use the data and information provided to them by the Grantee for purposes deemed appropriate by Enterprise.
- B. Unless Enterprise designates otherwise in writing, all information or data and all other documents generated or collected by the Grantee and solely related to the scope of its work under this Agreement shall be deemed to be the property of Enterprise and Enterprise's grantor. No one else shall have any right, including, but not limited to, intellectual property rights (including trademark and copyright rights) in those items. No use of such materials or information shall be made other than for the purposes identified in this Agreement without permission of Enterprise. Consistent with these provisions, the Grantee shall have the right to keep and use all copies of its work product and all information, training materials, procedures, and other performance related work and documentation adapted for use by Grantee, any Subrecipient, or Subcontractor in the normal course of its work.

Notification of Significant Occurrences

- A. If any specific event or conjunction of circumstances threatens the successful completion of the Work Plan, in whole or in part, including where relevant, timely completion of the activities/deliverables (as described in the program budget, the "Deliverables") or other requirements, the Grantee agrees to submit to Enterprise within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
- B. The Grantee shall immediately notify in writing Enterprise of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Grantee or any Subrecipient or Subcontractor funded through this Agreement, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of the project; any destruction of property; significant damage to the physical plant of the Grantee; or other matters of a similarly serious nature. The Grantee shall, in addition, promptly report to Enterprise the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Grantee, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Grantee's business. Such report shall be made within five (5) business days following the Grantee becoming aware of such events, investigation, or audit.

Default and Remedies

It shall be an event of default ("Event of Default") hereunder if (i) Grantee misappropriates funds under this Agreement or commits fraud regarding grant funds entrusted to its custody, (ii) Grantee fails to observe or perform any other material term, covenant or condition contained in this Agreement, including without limitation, the affordability requirements set forth under the Land Acquisition and Construction Rider hereto or failure to remedy circumstances threatening the successful completion of the Work Plan (as described under "Notification of Significant Occurrences" above), and such failure continues unremedied for a period of fifteen (15) days after written notice thereof has been given to Grantee by Grantor specifying such default and requiring it to be remedied or, if such failure is not reasonably capable of being remedied within such 15-day period, Grantee has not commenced remedial action and is not proceeding with diligent efforts to remedy such failure as determined by Grantor in its reasonable discretion, (iii) a Grantor, in its sole discretion, determines that Grantee is not likely to complete the Work Plan or any substantial component thereof in a timely manner; (iv) Grantee or any executive, director, chief operating officer or key employee is convicted of a felony, (v) Grantee has made a material misrepresentation to the Grantor under this Agreement or under its response to Grantor's Request for Proposals in connection with the Grant Proceeds, (vi) the occurrence of a material change in the management, ownership interests or business operating condition of Grantee that is reasonably likely to result in a material adverse effect on Grantee's ability to perform hereunder; (vii) a material adverse change occurs in Grantee's financial condition, (viii)

upon the institution by or against Grantee in a bankruptcy proceeding, (viii) Grantee commits malfeasance in its conduct contemplated by this Agreement, (ix) Grantee or any executive, director, chief operating officer or key employee commits gross negligence, willful misconduct and/or fraud as it pertains to this Agreement and/or the Grant and/or (ix) the default of any other grant or loan from Enterprise, its affiliates, subsidiaries, or supporting organizations to Grantee or its affiliates, subsidiaries, or supporting organizations. Upon the occurrence and during the continuance of an Event of Default beyond the expiration of all applicable notice and cure periods: (i) Enterprise may require and Grantee shall accept technical assistance which Enterprise deems necessary to complete the Work Plan or any part thereof, (ii) Enterprise may terminate this Agreement, and/or (iii) Enterprise may demand that any Grant Proceeds unexpended by Grantee be returned to the Grantor and the Grantee shall so return the funds within three (3) business days of demand therefor (iv) Enterprise may demand that any Grant Proceeds that were misappropriated or otherwise deployed by Grantee in any manner other than as expressly permitted under this Agreement be returned to Grantor within three (3) business days of demand therefor and (v) Enterprise may seek, or appoint a designee to seek, any other remedies available to the Grantor at law or in equity, including the specific performance by the Grantee of its obligations hereunder. If Enterprise determines that Grantee is in breach of any Anti-Corruption/Bribery or Sanctions provisions above, Enterprise may terminate this Agreement immediately, without any further obligation or liability to Grantee and may disqualify Grantee from receiving any other grants or financing from Enterprise in the future. In addition, if Enterprise's grantor undertakes any action to terminate, suspend or limit Enterprise's access to the Prime Grant or reduce the amount of the Prime Grant for any reason, Grantee agrees Enterprise may terminate this Agreement for convenience and Enterprise's obligations hereunder will cease.

Upon termination, Grantee shall provide Enterprise with a final report as described above within three (3) days of the termination date.

The rights and remedies of Enterprise under this Agreement are not exclusive and are in addition to any other rights and remedies provided by law or equity. Enterprise's rights and remedies hereunder shall survive the termination of this Agreement.

Survival

Except to the extent set forth to the contrary under this Agreement, the terms and conditions of this Agreement shall remain in effect until the last to occur of: (a) the date that the Grant Proceeds have been disbursed; (b) the date that all reports and records due by Grantee to Enterprise have been submitted to and approved by Enterprise; (c) the date that there has been a closeout between Enterprise and Grantee of all issues arising out of the Grant Proceeds and this Agreement; or (d) the date the Work Plan is completed.

Indemnification

The Grantee, intending to be legally bound, hereby expressly agrees and covenants to hold harmless and indemnify Enterprise, its directors, officers, agents and employees from and against any and all third party costs, losses, actions, liability, demands, claims, damages and expenses of any nature or any kind (including, but not limited to, indebtedness, penalties, fines, Enterprise's costs and reasonable legal fees) incurred in connection with this Grant or that arise out of any act or omission of the Grantee, any Subrecipient or Subcontractors or of any of their respective employees or agents except to the extent any such costs, liability, demands, claims, damages or expenses result from Grantor's gross negligence or willful misconduct. The Grantee shall be solely responsible and answerable in damages for any and all accidents or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Grantee, any Subrecipient or Subcontractor pursuant to this Agreement. Grantee's obligations under this section shall survive termination of the agreement.

The Grantee is an independent contractor and may neither hold itself out nor claim to be an officer, employee or

agent of Enterprise, nor make any claim, demand or application to or for any right based upon any different status.

Release

Neither Enterprise, nor any of its affiliates, officers, directors, employees, consultants or advisors (the "Enterprise Parties") shall be liable to Grantee, Subrecipients, the Subcontractors, their respective officers, directors, employees, contractors, consultants, tenants or advisors or to the (the "Grantee Parties") for any liability of any kind (including, without limitation, any liability under tort, negligence, strict liability, or other legal or equitable theory, for loss of profits, indirect, exemplary, special, incidental, or consequential damages, punitive losses, lost revenues, or cost of procurement of substitute programs or services) relating to or arising out of this Agreement, nor shall the Enterprise Parties be required to indemnify or insure the Grantee Parties against any such liability. Grantee is solely responsible for its construction costs, day-to-day operations and methods and schedules. Notwithstanding the foregoing, in the event Enterprise misappropriates Grant proceeds hereunder or commits fraud with respect to the handling of Grant funds in its custody, Enterprise's monetary liability to Grantee hereunder shall be limited to the amount that is determined to have been so misappropriated, subject to the prior rights of Enterprise's grantor.

Conflicts of Interest

Except for approved eligible administrative and personnel costs shown in the budget (Exhibit B hereto), none of Grantee's designees, agents, members, officers, employees, consultants or members of its governing body or any local governmental authority exercising jurisdiction over the Grant Proceeds, and no other public official of Grantee or such authority or authorities who exercise or has exercised any functions or responsibilities with respect to the Grant Proceeds during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Grant Proceeds, has or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Grant Proceeds, or in any activity, or benefit therefrom, which is part of the Work Plan at any time during or after such person's tenure. The Grantee will not hire any person who has any direct or indirect financial interest that would conflict with performing the services contemplated under this Agreement.

Notices

Any notice or communication given under this Agreement shall be in writing and delivered by hand or mailed by first class mail (confirmed by email or fax), postage prepaid (mailed notices shall be deemed given three (3) Business Days after mailing) or reputable courier, or by e-mail with a hard copy sent by one of the methods identified above, to the addresses set forth under the cover page of this Agreement.

Governing Law

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of New York, exclusive of its conflicts of law rules. Grantee agrees that any litigation shall be brought and prosecuted in any District or Circuit Court of New York, as appropriate, or Federal District Court, with venue in the United States Court for the Southern District of New York and the Grantee consents to the in personam jurisdiction of such courts.

The Grantee irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum.

Nonwaiver

The failure of Enterprise in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option hereunder shall not be construed as a waiver or relinquishment for the future of such term or

option from exercising any such right, power or remedy upon default at any later time or times.

Personal Information Protection

The Grantee represents that it has implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Information; and (ii) reasonably designed to help protect the Personal Information from unauthorized access, use, modification, disclosure, or destruction. "Personal Information" means any information concerning a natural person which, because of name, number, symbol, mark or other identifier, can be used to identify the individual.

Special Conditions

Grantee agrees to recognize Enterprise as a funding partner in the proposed project and shall favorably acknowledge Enterprise as a funder in all media publications relating to the project, provided, however, that Grantee shall not issue any public statements regarding the Grant or this Agreement without Enterprise's prior written consent.

Third Party Beneficiaries

Except to the extent set forth under the Prime Grant, nothing in this Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto or their upon any person, other than the parties hereto or their respective successors, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Miscellaneous

This Agreement constitutes the entire agreement between the Parties, superseding all prior agreements, either oral or written.

Assignment

Grantee may not assign this Agreement without the written consent of Enterprise.

Severability

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart. Signatures delivered by facsimile transmission or scanned and delivered by email shall be treated for all intents and purposes as originals.

Construction Rider

In the event Grant Proceeds are expended to fund the acquisition, rehabilitation, improvement, or demolition of real property, Grantee shall comply with the terms and conditions set forth under the Land Acquisition and Construction Rider hereto.

LAND ACQUISITION AND CONSTRUCTION RIDER

A. At least one month prior to the expected start of the start of any demolition, construction, or rehabilitation, the Grantee shall submit to Enterprise a package of all relevant due diligence, including appraisals, market studies, environmental reports, financial pro-formas (including estimated affordability levels at completion), evidence of property coverage and information on development team capacity. Work may not begin without Enterprise's written approval.

B. The Grantee represents, warrants and covenants that any construction, demolition or rehabilitation of real property performed in connection with this Agreement shall be in compliance with all applicable laws, rules, restrictions, orders and regulations, including but not limited to, environmental laws and regulations and locally accepted construction practices. In addition, The Grantee will make its best effort to meet Enterprise Green Communities criteria: <http://www.enterprisecommunity.org/solutions-and-innovation/green-communities/criteria>

C. The Grantee represents, warrants and covenants that any foreclosed upon or blighted residential property acquired or developed with Grant Proceeds must be purchased at a price that does not exceed the current value of the site, based on an independent appraisal or Broker Price Opinion.

D. The Grantee represents, warrants and covenants that, satisfactory completion of an environmental review in compliance with the scope and limitations of ASTM Practice E 1527-05 Phase I Environmental Site Assessment standard prior to the release of Enterprise funds for the project. For single family properties, not adjacent to uses that may have an environmental impact, a National Environmental Policy Act (NEPA) review in accordance with HUD Environmental Standards, in particular a review of toxic or hazardous substances and radioactive materials in similar scope to HUD Notice 79-33, and a review of siting for HUD-Assisted Projects near Hazardous Operations, pursuant to 24 CFR 51 C, will be accepted in lieu of a Phase I Environmental Site Assessment. If a NEPA review cannot be performed, Enterprise may accept, at its discretion, a review performed by an environmental officer in the local jurisdiction referencing history or evidence of spills, evidence of tanks, vegetation damage, flood plain, noise abatement/control issues in the area, presence of lead and asbestos, and other environmental risk factors. The officer must state that there is no evidence of hazardous materials, contamination, chemicals, gases, or other environmental risk factors.

E. The Grantee represents, warrants and covenants that the price to homebuyers or rents to tenants for homes or other units financed with Grant funds will not exceed the cost to acquire and redevelop/rehabilitate the home plus an administrative fee and related costs. A minimum of 80% of units in Grantee's project must serve residents with incomes at 100% AMI or below; this restriction applies for at least ten years from the initial date of occupancy. The Grantee shall incorporate this restriction into those deeds transferring any real property or any leases or other instruments conveying real property benefiting from this Agreement; the Grantee will obtain written approval to the proposed restrictive covenants from Enterprise prior to the use thereof.

F. The Grantee represents, warrants and covenants that in the case of home ownership units, the price for selling homes to households shall not exceed the actual costs to acquire and redevelop/rehabilitate the home, subject to AMI guidelines outlined under Section (E) above, plus any developer fee (as described under section (G) below.

G. The Grantee represents, warrants and covenants that any developer or administrative fees or profits (i.e. proceeds of sale less total development costs) which accrue to Grantee, its affiliates and/or any third party entity

hired by Grantee for development of the units must be capped at 15% of development costs, including all hard and soft costs and that broker fees, if any, shall be capped at 6% of sales price of the property.

H. The Grantee represents, warrants and covenants that in the event that Enterprise approves Grantee's receipt of profits in excess of permissible profits outlined under Section (G) above, Grantee agrees to deploy such funds solely on development activities related to the acquisition or rehabilitation of other properties acquired by Grantee.

I. The Grantee represents, warrants and covenants that:

- i. it, and its Subrecipients, Subcontractors, will maintain all industry standard insurance, as deemed appropriate by Enterprise, throughout the duration of this Agreement; and that
- ii. neither it nor any of its Subrecipients, or any of its Subcontractors will engage in any construction, demolition or rehabilitation in connection with this Agreement without having first provided all those items listed in the Grantee Due Diligence Checklist (enclosed under Exhibit D) hereto to Enterprise.

J. The Grantee represents, warrants and covenants that, prior to disposition, it will address any lien or encumbrance of any variety on any real property benefitting from the Grant governed by this Agreement.

K. The Grantee agrees to comply with the requirements set forth under Exhibit E below for all Subrecipients and Subcontractors hired to undertake any construction, demolition and/or rehabilitation activity funded in connection with this Agreement.

APPENDIX B

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the Livingston County Land Bank Corporation (herein after "Land Bank").

- I. The Land Bank shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall deliver to the Land Bank all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to guarantees, warranties, as-built plans and shop drawings. In any of these events, the Land Bank shall make settlement with the Contractor upon an equitable basis as determined by the Land Bank, which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions, exclusive of termination date, applicable to postponement, suspension or termination of the contract.
- II. The Contractor agrees that it will indemnify and save harmless the Land Bank from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of and to the extent of any negligent omission or act of the contractor, its agents, employees, or subcontractors in the performance of this contract. This indemnification shall include all costs and disbursements incurred by the Land Bank in defending any suit, including attorneys' fees. Furthermore, at the option of the Land Bank, the Contractor shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto. The Contractor shall not be required to indemnify the Land Bank for any damage or loss arising out of the negligence or willful misconduct of the Land Bank, its agents or employees.
- III.
 - A. The Contractor warrants that to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Land Bank.
 - B. An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the Land Bank.
 - C. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the Land Bank. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Land Bank, to avoid, mitigate, or minimize the actual or potential conflict.
 - D. Remedies - The Land Bank may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Land Bank, the Land Bank may terminate the contract, or pursue such other remedies as may be permitted by the law or this contract. The terms of Clause I of this Appendix B or other applicable contract provision regarding termination shall apply to termination by the Land Bank pursuant to this clause.
 - E. The Contractor further agrees to insert in any subcontract hereunder, provisions which

shall conform to the language of this clause.

IV. All requests for payment by the Contractor must be submitted on forms supplied and approved by the Land Bank. Each payment request must contain such items of information and supporting documentation as required by the Land Bank, and shall be all inclusive for the period of time covered by the payment request.

V. To the extent that federal funds are provided to the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph.

VI. The Contractor shall have the status of an independent contractor, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the Land Bank by reason of this contract. It further agrees that it will not make against the Land Bank any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Land Bank, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

VII. In the event of a conflict between the terms between this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B and Appendix A, the terms of Appendix A shall control.

VIII. The main contract shall contain a paragraph incorporating the terms of this appendix by reference and the parties therein shall further sign and date this appendix.

Livingston County Land Bank Corporation

Contractor
(Signature of Authorized Official Required)

APPENDIX C

**LIVINGSTON COUNTY LAND BANK CORPORATION
STANDARD CONTRACT INSURANCE REQUIREMENTS**

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor/permittee hereby agrees to effectuate the naming of the Livingston County Land Bank Corporation and Enterprise Community Partners, Inc. as unrestricted additional insureds on the contractor's/permittee's insurance policies, with the exception of workers' compensation and professional errors and omissions. **The contractor/permittee must provide an additional insured endorsement.** A statement on the contractor/permittee's insurance certificate that the Livingston County Land Bank Corporation and Enterprise Community Partners, Inc. are additional insureds is **not** sufficient. The form of the additional insured endorsement must be approved by the Livingston County Land Bank Corporation's Attorney.

- II. The policy naming the Livingston County Land Bank Corporation and Enterprise Community Partners, Inc. as additional insureds shall:
 - be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer;
 - state that the organization's coverage shall be primary coverage for the Livingston County Land Bank Corporation, its Board, employees and volunteers. Any insurance maintained by the Livingston County Land Bank Corporation shall be in excess of the contractor's insurance, and shall not contribute with it.

- III. The contractor/permittee agrees to indemnify the Livingston County Land Bank Corporation for any applicable deductibles or self insurance reserves.

- IV. Required Insurance:
 - **Commercial General Liability Insurance, including Completed Operations Coverage for construction contracts**
\$1,000,000 per occurrence/ \$2,000,000 aggregate per project.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation**
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
 - **Owners Contractors Protective Insurance (Generally required only for construction contracts)**
\$1,000,000 per occurrence/\$2,000,000 aggregate, with the Livingston County Land Bank Corporation as the named insured.
 - **Professional Errors and Omissions Insurance (If professional service contract)**
\$1,000,000 per occurrence/ \$2,000,000 aggregate for the negligent professional acts of the contractor.

- V. The contractor/permittee is to provide the Livingston County Land Bank Corporation with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities and upon each renewal thereafter.
Contractor/permittee or its insurance carrier(s) shall provide the Livingston County Land Bank Corporation with thirty (30) days prior written notice of cancellation, reduction of insurance or material coverage change of the required insurance policies. Such notice shall be mailed to the Livingston County Land Bank Corporation, Livingston County

Government Center, 6 Court Street, Room 305, Geneseo, New York 14454 and shall include the date and subject matter of the original contract. Contractor/permittee acknowledges that failure to obtain such insurance on behalf of the Livingston County Land Bank Corporation, or the failure to provide such notices, constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Livingston County Land Bank Corporation, including termination of the contract. The failure of the Livingston County Land Bank Corporation to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the Livingston County Land Bank Corporation.

- VI. If at any time any of the policies required herein shall be or become unsatisfactory to the Livingston County Land Bank Corporation, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Land Bank, the contractor shall upon notice to that effect from the Land Bank, promptly obtain approval and submit a certificate thereof. Upon failure of the contractor to furnish, deliver, and maintain such insurance, the Agreement, at the election of the Land Bank, may be declared suspended, discontinued or terminated. Failure of the contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the contractor concerning indemnification. All property losses shall be made payable to and adjusted with the Land Bank.

In the event that claims, for which the Livingston County Land Bank Corporation may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess or such claims or any portion thereof, may be withheld from payment due or to become due the contractor until such time as the contractor shall furnish such additional security covering such claims in form satisfactory to the Land Bank.

The Livingston County Land Bank Corporation reserves the right to require complete certified copies of all required insurance policies, at any time, which shall be delivered to the Land Bank within ten days of such request.

VII. ADDITIONAL INSURED ENDORSEMENT AND CERTIFICATE OF INSURANCE:

The contractor/permittee shall file with the Livingston County Land Bank Corporation, prior to commencing work under this contract, an additional insured endorsement and a Certificate of Insurance, which 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 certificate
- g. Limits of liability for all policies included on certificate
- h. Certificate holder shall be Livingston County Land Bank Corporation, Livingston County Government Center, 6 Court Street, Room 305, Geneseo, New York 14454-1043.
- i. Description of contract for which insurance is being provided.
- j. Insurance agents name, address and phone number.

Contractor
(Signature of Authorized Official Required)

Date

Attachment "D"

**Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law**

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Company Name

Signature (original ink)

Title

Date

RETURN THIS PAGE AS PART OF BID