



REQUEST FOR PROPOSALS

INSTALLATION OF A SINGLE-FAMILY MODULAR
HOME AT 32 JEFFERSON STREET IN THE
VILLAGE OF DANVILLE, NY

March 27, 2024

RESPONSES DUE: April 24, 2024 at 10:00 a.m.

1. INTRODUCTION

The Livingston County Land Bank Corporation (“Land Bank”) is seeking proposals from qualified modular home builders and installers for the installation of a new single-family modular home on a vacant lot located at 32 Jefferson Street, Dansville, New York 14437. The property is currently owned by the Land Bank.

2. PROJECT COORDINATION

The awarded Contractor shall coordinate all project activities with LiRo Engineers who serves as the Engineer/Consultant on this project and will be overseeing construction activities on behalf of the Land Bank, as well as the Land Bank’s Program Specialist.

3. SCOPE OF WORK

This RFP is intended to identify the best qualified modular home installer to provide the following services related to this project:

- Develop architectural plans for the Land Bank’s review and suitable for building permit of proposed residential structure. The architectural plans shall conform to the design specifications prepared by LiRo Engineers. Said specifications are included in the RFP documents. The architectural plans should specifically provide for a main entrance to the structure that faces the street, and the façade must match the overall theme and ambiance of the existing neighborhood.
- Comply with all federal, state, county, city, town and other applicable laws, ordinances, rules, and regulations and all orders and rules of any duly constituted authorities affecting the property or bearing on the performance of the work.
- Obtain, at Contractor’s sole cost and expense, all permits, authorizations, approvals, and licenses necessary for the planning, performance, and completion of the work in accordance with the requirements of the respective municipal agencies and other authorities having jurisdiction over the project.
- Provide the Land Bank with at least forty-eight (48) hours’ notice prior to commencing the work at the property.
- Contact Dig Safely NY at least forty-eight (48) hours prior to beginning any excavation at the property and not proceed with any excavation until Dig Safely NY has completed their work and appropriately marked all utilities.
- Provide before and after time/date stamped photos of the property features for the project record.
- Confirm all utilities are connected and/or protected as necessary to perform the work before commencing any work at the project site.
- Arrange for proper utility (gas, electric, water, & sewer) connections for the project.
- No equipment or dumpsters shall be placed on any roadway without proper traffic control and approval by the appropriate Highway Superintendent.

- Follow all requirements of the Contract Documents and provided Specifications and Contract Drawings, including all addenda.
- Exercise caution so as to not damage any pedestrian sidewalk. If a sidewalk is damaged, the Contractor must repair or replace the damaged portion in a timely manner and prior to the project's Completion Date.
- Completely remove all construction waste materials and debris from the property. The Contractor will arrange for transportation of the construction materials and debris to lawful disposal, storage, or recycling locations, as necessary.
- Remove all trash, scrap and debris from the entire property. Cleanup of the property will be performed on a daily basis, including any materials intruding into any sidewalk and roadway.
- Obtain, at Contractor's sole cost and expense, a certificate of occupancy upon completion of the work in accordance with the requirements of the respective municipal agencies and other authorities having jurisdiction over the project.

Site Work

The new modular home unit ("the unit") is to be located on the site per the site plan included in the RFP documents. The awarded Contractor shall grade the site as needed and bring in appropriate fill to provide a stable base for the unit's foundation and for moving the unit on to the site. When all site work is complete, including adding any additional clean fill or topsoil needed around the unit, the Contractor shall repair any ruts or other damage to the site, rake, and seed. Contractor shall grade the soil around the unit's foundation with positive pitch so that water drains away from basement. Contractor shall also be required to install underdrain around the foundation and connect it to a sump pump crock accessed through the unit's concrete slab basement floor.

Foundation

After site preparation has been completed, the awarded Contractor shall then construct a new twelve (12) course concrete block basement and foundation that meets the specifications acceptable to code using the drawings/specifications from civil engineer with stamped prints submitted to building inspector. The Contractor shall set the new unit on the new foundation per code and the manufacturer's specifications on concrete block, as well as install tie down straps according to code with anchors and sill.

Driveway

A Driveway shall be installed per the plan and detail, which includes using all stone subbase materials and asphalt to edge of the Jefferson Street travel lane.

Sidewalk

The awarded Contractor shall install concrete sidewalks from each dwelling entrance, stairs to the new driveway, and street sidewalk as applicable. The sidewalk along Jefferson Street in the front of the property shall also be repaired or replaced.

Utilities

The awarded Contractor is responsible for connecting and coordinating the connection of all new utilities to the new structure.

Water & Sanitary Sewer

The Contractor shall be expected to contact the Village of Dansville to coordinate connection of the new structure to the water main and sanitary trunk sewer located in the Jefferson Street public right-of-way per code and Village requirements. The Contractor shall install sump pump discharging to the sanitary sewer.

Electric

The Contractor must install a complete new 200-amp service in the unit, which shall include a meter cabinet, service wire, weather head and insulated anchor. The panel shall be 200-amp panel with a minimum of forty (40) positions mounted on plywood back board in the basement. A new grounding system shall be installed per code. Wiring shall conform to state and NEC codes. All wiring shall be inspected by a licensed electrical inspector and copy of the certificate of compliance must be supplied to the Land Bank. The Contractor shall also install electric circuits to the electric panel, including sump pump.

Telephone/Cable

The Contractor shall have all applicable service providers connect services to the new structure and pay any associated fees.

Gas

The awarded Contractor shall install appropriate supply lines for natural gas and stub out black iron line for natural gas supplier to connect to. Consult with gas supplier as to location of line and any necessary brackets, flex connector, etc. that will need to be provided by contractor to connect.

Modular Home

The modular home unit proposed shall meet at least the following basic minimum requirements:

- The unit shall have three (3) bedrooms and two (2) bathrooms.
- The size of the unit shall be approximately 28'x50' (1,400 square feet).

- The unit shall be Energy Star rated and certified. The Contractor shall provide a copy of the certification with its proposal for the designed unit along with the required sticker that needs to be affixed to the unit per required codes.
- The unit shall have a pitched roof with shingles and vinyl siding with shutters. The Land Bank shall have its choice of color schemes on the interior, as well as shingle and siding colors.
- The unit shall have 2 x 6 exterior walls with R-21 insulation.
- The unit shall have 2 x 4 interior walls with, at a minimum, R-38 insulation above the ceilings.
- Roofing shall be, at a minimum, twenty-five (25) year architectural grade shingles with ice and water barrier on the eaves. Continuous white aluminum K type gutters with downspouts are to be installed. The downspouts must be directed away from the foundation and terminate on splash blocks. The unit shall include gable end overhangs, roof ridge vent and soffit vents.
- Front and rear entrance doors shall be in-swing with deadbolts (all locksets and deadbolts are to be keyed alike), 36” wide. Front and rear doors shall have treated 8’x 8’ landings/decks with 4’ wide stairs, railings, etc. The awarded Contractor is to ensure that installation complies with building codes.
- Storm doors shall be white self-storing glass and screen. The doors must have a solid paneled bottom that the glass or screen is lowered into for storage or must have some other similar type of self-storing capability.
- All windows shall be double hung tilt-in vinyl units with welded sashes and frames. All windows shall be Energy Star rated. All windows shall have screens.
- Heating system furnace shall be a natural gas fired unit of high efficiency and meet Energy Star rating requirements. Furnace shall also have stack extensions to prevent snow/ice from impeding function.
- All A/C equipment shall be Energy Star Compliant appropriately sized for the square footage of the home. The Contractor shall install an external compressor on a synthetic pad next to new home. All lines from the home to the compressor unit must be adequately protected from damage. A disconnect for the compressor must be installed outside the home by the compressor unit in a weatherproof box. All wiring must be in compliance with applicable codes.
- All water fixtures shall be low consumption and have shutoff valves installed (toilet, sinks, tub/showers, laundry, and water heater). A whole house shutoff valve must be installed in an easily accessible location. The Contractor shall also install one (1) exterior frost-free hose valve. At a minimum, the unit shall have a forty (40) gallon high efficiency hot water heater.
- Exterior GFCI receptacles (two) with in-use type covers are to be installed and located by each door exterior.
- High efficiency LED compact florescent bulbs shall be supplied for all light fixtures.

- Each bedroom shall have AC/DC smoke detectors installed. Combination smoke/carbon monoxide detectors are to be installed throughout the rest of unit, including within fifteen (15) feet of all bedrooms.
- The flooring installed throughout the unit shall include typical carpet/pad and linoleum. The Land Bank shall have the choice of flooring color and type if cost does not change. Linoleum shall be installed at both entrance doors, with appropriate termination strips installed on the edge.

Upon completion of all work, the unit shall be inspected by the local Code Enforcement Officer for the issuance of a Certificate of Occupancy. The Contractor shall provide copies of the Certificate of Occupancy to the Land Bank and shall also provide all warranties, instruction manuals, etc. that are pertinent to the unit's installation.

4. REFERENCES AND COMPANY INFORMATION

Each Contractor's completed proposal shall provide the following information:

- The history of the company.
- A minimum of three (3) references for similar work completed. For each reference include contact name, telephone number, date of contract, term of contract, and brief description of the work. Specific emphasis should be placed on similar work performed in the previous five (5) years.
- Identification of key personnel to be involved in the project.

The Land Bank reserves the right to perform such investigations as may be deemed necessary to ensure competent personnel and management will be utilized in the performance of the contract to be awarded under this RFP. The Land Bank reserves the right to reject any proposal if the information submitted by, or investigation of, such Contractor fails to satisfy the Land Bank that the Contractor is properly qualified to carry out the obligations set forth in this RFP and/or the resulting contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

5. CONTRACT

Contractors must be aware that any contract resulting from this RFP is subject to prior approval by the Land Bank's Board of Directors.

6. QUESTIONS

Questions regarding this RFP and required services are to be sent to the attention of Jeffrey Perkins, Associate Vice President at LiRo Engineers, at Perkinsj@liro.com, no later than 4:00 p.m. on April 10, 2024. Only written Requests for Information (RFIs) shall be accepted and answered. The questions received and all answers shall be sent to all registered RFP holders in the form of an addendum no later than 4:00 p.m. on April 17, 2024 All addenda issued shall become part of the RFP documents.

All Contractors shall register in writing with Joseph Gunther, Program Specialist at the Land Bank, at JGunther@co.livingston.ny.us. This will ensure receipt of any issued addenda.

7. PROPOSAL SUBMISSIONS

Contractors shall submit one (1) original hard copy and one (1) electronic copy via USB Drive of its full RFP response in the envelopes and format required below.

Proposals shall be sent to:

Livingston County Land Bank Corporation

ATTN: Angela Ellis, Executive Director

Livingston County Government Center

6 Court Street, Room 305

Geneseo, New York 14454

All proposal envelopes shall be clearly marked with the following: “RFP for Installation of a Modular Home at 32 Jefferson Street in the Village of Dansville, NY.”

The delivered sealed packet shall contain two (2) separate envelopes as follows:

Envelope 1 (Design Proposal, Contractor Information and References)

The Design Proposal, Contractor Information and References envelope shall be enclosed in a separate sealed envelope clearly labeled “Design Proposal, Contractor Information and References” with the name of the Contractor shown on the outside. Said envelope shall contain the following:

- Architectural design proposal for the installation of a modular home unit meeting at least the minimum modular home requirements as outlined in this RFP.
- Project schedule that includes a proposed start and end date for the project.
- Contractor’s firm history and background.
- List of at least three (3) relevant client references for modular home installation projects completed in the past five (5) years.
- Resume describing the qualifications and background of the primary contact person and other key staff assigned to this project.

Envelope 2 (Cost, Subcontractors and Required Forms)

The Cost, Subcontractors and Required Forms envelope shall be enclosed in a separate sealed envelope clearly labeled “Cost, Subcontractors and Required Forms” with the name of the Contractor shown on the outside. Said envelope shall contain the following:

- Proof of licensing by all contractors and subcontractors required in order to complete the project.
- Fully executed Price Proposal Form (included in this RFP).
- Detailed budget for all required project activities.

- Billing rate schedule.
- A list of all sub-recipients and subcontractors, including names, contacts and addresses, that the Contractor plans to use for the project.
- Proof of insurance meeting the requirements as indicated in this RFP.
- Signed Appendices A, B and C (included in this RFP).
- Availability to meet with select members of the Land Bank Board of Directors and Land Bank staff in the morning on April 25, 2024 at a location in Livingston County.

Proposals will be received by the Land Bank until 10:00 a.m. on April 24, 2024. All submitted proposals must have an original signature and date.

The official time for the receipt of proposals will be the time shown on the time stamp located in the Land Bank area, Room 305 on the third floor, Livingston County Government Center, 6 Court Street, Geneseo, New York 14454.

It is the sole responsibility of responding Contractors to ensure proposals are received in a timely fashion. The Land Bank will not accept proposals via email or fax.

Security procedures are in effect at the Livingston County Government Center. Contractors who intend to hand deliver proposals and/or conduct business with the Land Bank should allow sufficient time for any delay which may arise as a result of security procedures. Contractors assume the risk of any delay in the mail or in the handling of the mail by County employees. Whether a proposal submission is sent by mail or by means of personal delivery, Contractors assume responsibility for having their proposals deposited on time at the place specified. To be considered “delivered on time” a submission must be received by the Land Bank by the appointed day and time. All proposals received after the day and time stated will not be considered and will be returned unopened to the Contractor.

The Land Bank reserves the right to forego any informality and reject any or all proposals. The Land Bank further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the Land Bank to do so.

8. EVALUATION CRITERIA

Evaluation Committee: Select members of the Land Bank Board of Directors and Land Bank staff shall serve as the evaluation committee for this RFP. It will be the responsibility of the committee to evaluate all properly prepared and submitted proposals and make a recommendation for award.

Evaluation and Selection Criteria: All properly prepared and submitted proposals shall be subject to evaluation deemed appropriate for the purpose of the selecting the Contractor with whom a contract may be signed. Evaluation of the proposals will consider several factors, each

of which has an impact on the relative success of the Contractor to provide the services outlined in this RFP. Responses to this RFP will be evaluated according to the following criteria:

| Criteria 1 – Operational Plan/Project Viability | Points – 30 Total |
|--|--------------------------|
| Experience with similar projects | 10 |
| Feasibility of proposal and likelihood of success | 10 |
| Financial and development capacity to complete project | 10 |

| Criteria 2 – Developer Concept and Municipal Objectives | Points – 60 Total |
|--|--------------------------|
| Commitment to meet municipal requirements | 10 |
| Development consistency with Land Bank mission | 10 |
| Consistency with project design requirements | 25 |
| Development plan integration into surrounding neighborhood | 15 |

| Criteria 3 – Quality and Completeness of Proposal | Points – 10 Total |
|--|--------------------------|
| Proposal is complete and all required information included | 10 |

| | |
|---------------------|------------|
| TOTAL POINTS | 100 |
|---------------------|------------|

Reservation of Rights: The Land Bank reserves the right to refuse any and all proposals, in part or in their entirety. The Land Bank is not committed, by virtue of this RFP, to award a contract, or to procure or contract for services. The proposals submitted in response to this RFP become the property of the Land Bank. If it is in its best interest, the Land Bank reserves the right to:

- Make a selection based solely on the proposals submitted or negotiate further with one or more Contractors. The Contractor selected will be chosen on the basis of the greatest benefit to the Land Bank as determined by the evaluation committee.
- Negotiate contracts with the selected Contractor.
- Award a contract to more than one Contractor for any portion of the service specifications.

9. INTERVIEWS

The Land Bank may conduct interviews with responding Contractors on a date and at a location in Livingston County to be decided by the evaluation committee. Should interviews be conducted, responding Contractors will be notified and a schedule of presentation times provided. Contractors are asked to provide in their proposal the dates and times of their availability to participate in such interview. This will permit further evaluation and allow the evaluation committee to inquire further into the experience Contractors have had on similar engagements, their willingness and ability to work closely with Land Bank staff and others, their understanding of the various aspects of the service requirements, their ability to maintain a schedule and complete the services on time, and other matters deemed pertinent.

10. ALTERNATE PROPOSALS

The Land Bank reserves the right to consider alternatives submitted by Contractors that provide enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in the best interest of the Land Bank. Contractors shall clearly identify and explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.

11. INSURANCE

The successful Contractor shall, at its own expense, always maintain in effect during the performance of services under the awarded contract, at least the insurance coverage specified in Appendix C.

DISQUALIFICATIONS

The Land Bank reserves the right to refuse to issue an award to a Contractor that fails to comply with any pre-qualification regulations of the Land Bank, if any such regulations or requirements are cited, or otherwise included in this RFP.

A proposal may be rejected if the Contractor cannot show it has the necessary ability, resources, and qualified employees to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A proposal may be rejected if the Contractor is already obligated for the performance of other work that would delay the commencement, performance, or completion of the work described in this RFP.

12. SUSPENSION AND DEBARMENT

By submitting a proposal in response to this RFP, each Contractor warrants that neither it nor any of its officers, employees, subcontractors, or agents is excluded or in any other manner barred from doing business with any federal, state, or local agency, municipality, or department. Any misrepresentation or false statement related to a Contractor's status in this regard will result in rejection of such Contractor's submission.

In addition, if the successful Contractor or any of its officers, employees, subcontractors, or agents become excluded or barred in any manner from doing business with any federal, state, or local agency, municipality, or department, during the period in which services are provided pursuant to this RFP, the successful Contractor agrees to immediately notify the Land Bank Board of Directors of such status. Any misrepresentation or false statement related to the successful Contractor's status in this regard, or any failure by the successful Contractor to immediately notify the Land Bank Board of Directors of any change in such status, shall result in

immediate termination of the Land Bank's business relationship with the successful Contractor in addition to such other remedies as may be provided by law, in equity, pursuant to the terms and conditions of this RFP document, or the conditions of the contract, if any, resulting from this RFP.

13. IMPLIED REQUIREMENTS

Products and services which are not specifically requested in this RFP, but which are necessary to provide a complete program/project as described herein, shall be included in the submitted proposal.

14. OTHER

All instructions, terms, and conditions contained in the specifications and the Price Proposal Form must be met in order to qualify for consideration of award. Any proposal which does not meet those conditions will be deemed non-responsive and rejected.

Omissions, deletions, and/or deviations from the specifications will not be allowed. Contractors must describe their plans and approaches in sufficient detail to permit the Land Bank to evaluate the proposal fairly and with minimum misinterpretation.

Submission of any proposal indicates acceptance of the conditions contained in this RFP document.

The Land Bank hereby reserves the absolute right to reject any and all proposals received hereunder without prejudice to itself.

PRICE PROPOSAL FORM

A detailed fee schedule must be attached. The fee schedule supplied will include all items of labor, materials, travel, equipment, and other costs necessary to fully provide the services.

The undersigned proposes to complete the required services as set forth in the enclosed RFP document. The successful Contractor shall be obligated to furnish said services at the price set forth in its proposal.

Please print all information other than the authorized signature.

FIRM

ADDRESS

SIGNATURE

NAME/ TITLE

DATE

TELEPHONE

E-MAIL

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 Corporation (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. **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**.
- III. **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 race, creed, color, sex, national origin, age, disability or marital status. 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.
- IV. **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.
- V. **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.
- VI. **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.
- VII. **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. Any 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.

- VIII. **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.
- IX. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
- X. **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.
- XI. **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.
- XII. **APPROVAL OF BOARD OF DIRECTORS.** This contract is subject to and conditioned upon approval by the Livingston County Land Bank Corporation's Board of Directors.
- XIII. **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)

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 hereby agrees to effectuate the naming of the Livingston County Land Bank Corporation as an additional insured on the contractor's insurance policies, with the exception of workers' compensation and professional errors and omissions. **The contractor must provide an additional insured endorsement.** A statement on the contractor's insurance certificate that the Livingston County Land Bank Corporation is an additional insured 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 as an additional insured 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 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 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 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 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.

VII. ADDITIONAL INSURED ENDORSEMENT AND CERTIFICATE OF INSURANCE:

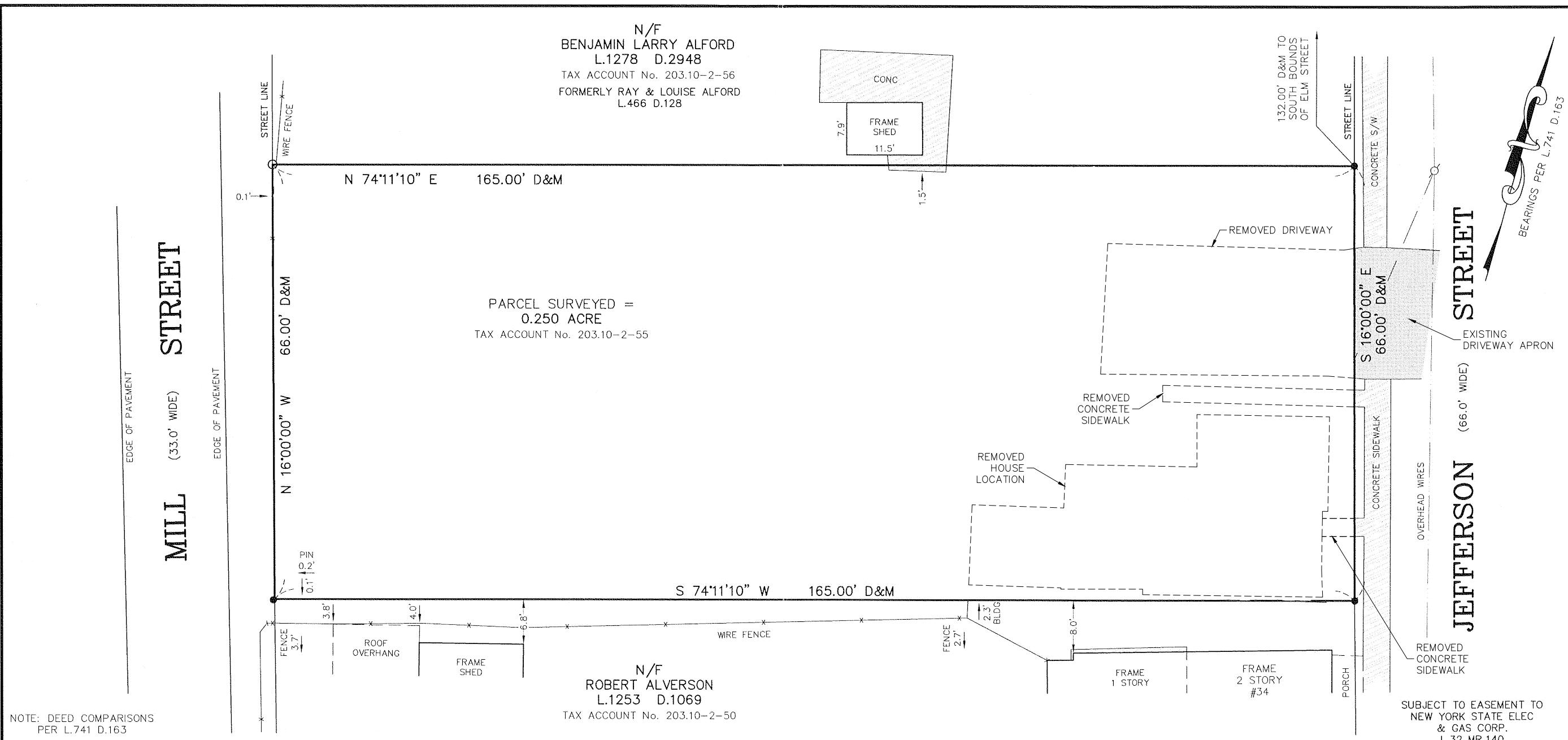
The contractor shall file with the Livingston County Land Bank Corporation, prior to commencing work under this contract, an additional insured endorsement and a Certificate of Insurance, which shall include:

- 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

W:\Private\21-198-2831 - Livingston Community Revitalization Initiative\Design\30 Jefferson - Design\G-002.dwg 12/18/2023 11:03 AM



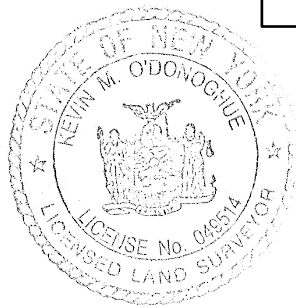
NOTE: DEED COMPARISONS PER L.741 D.163

- ~ REFERENCES ~
- DEED TO COUNTY OF LIVINGSTON L.1298 D.1633
 - TIMES SQUARE ABSTRACT, LLC ABSTRACT No. 25574GV DATED: SEPTEMBER 27, 2021

- = IRON PIN TO BE SET
- = IRON PIN/PIPE FOUND
- ⊙ = UTILITY POLE
- D&M = DEED & MEASURED

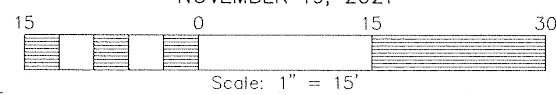
I HEREBY CERTIFY TO:
 1) Livingston County Land Bank Corporation THAT THIS MAP WAS MADE NOVEMBER 19, 2021 FROM NOTES OF A SURVEY COMPLETED OCTOBER 27, 2021.

Kevin M. O'Donoghue
 KEVIN M. O'DONOGHUE, L.S. No. 48514



THIS SURVEY HAS BEEN MODIFIED TO SHOW CURRENT CONDITIONS AFTER PREVIOUS DEMOLITION ACTIVITIES. PROVIDED FOR CONCEPTUAL INFORMATION ONLY AND IS NOT INTENDED FOR DESIGN PURPOSES.

MAP OF A SURVEY
 OF LAND BELONGING TO
COUNTY OF LIVINGSTON
 SITUATE IN THE
VILLAGE OF DANVILLE
LIVINGSTON COUNTY, NEW YORK
 NOVEMBER 19, 2021



NOTE: UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY MAP IS A VIOLATION OF SECTION 7209 PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

SUBJECT TO EASEMENT TO NEW YORK STATE ELEC & GAS CORP. L.32 MR.140

JOB No. L21-8895W

WARNING
 IT IS A VIOLATION OF SECTION 7209, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW FOR ANY PERSON, OTHER THAN THOSE WHOSE SEAL APPEARS ON THIS DRAWING, TO ALTER IN ANY WAY AN ITEM ON THIS DRAWING. IF AN ITEM IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO THE ITEM HIS SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

| NO. | DATE | DESCRIPTION |
|-----------|------|-------------|
| REVISIONS | | |



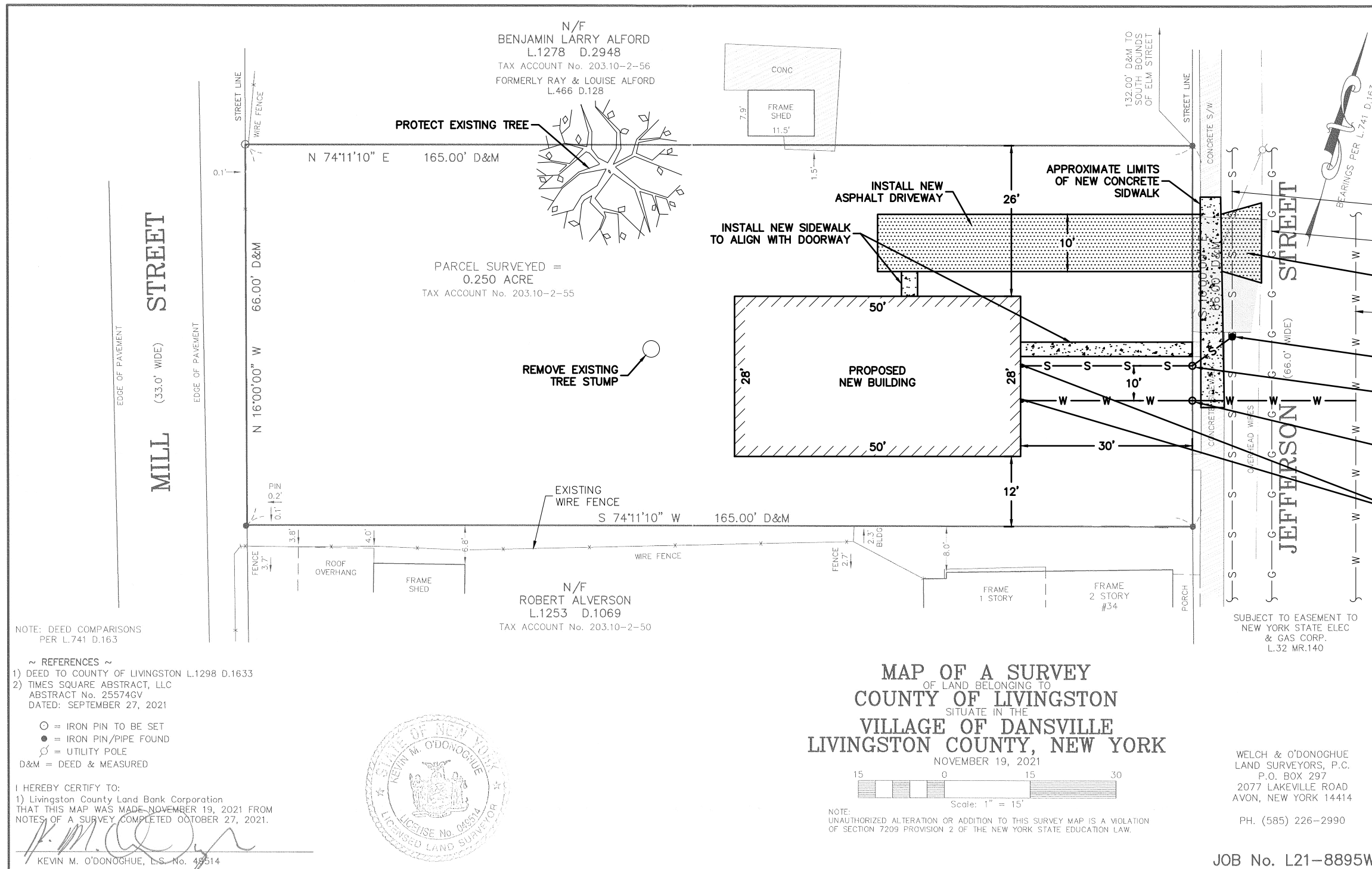
| | |
|--------------------|---|
| PROJ. ENG.: J.R.P. | CLIENT: LIVINGSTON COUNTY LAND BANK CORPORATION |
| DESIGNED BY: Y.V. | |
| CHECKED BY: | |
| DRAWN BY: A.M.K. | DATE: DECEMBER 2023 |
| | SCALE: NOT TO SCALE |

| | |
|--|---------------------------|
| JOB TITLE AND LOCATION: 32 JEFFERSON STREET DANVILLE, NY 14437 | LIRO JOB NO.: 21-198-2831 |
| DRAWING TITLE: SITE SURVEY | SHEET 3 OF 5 |
| | FIGURE NO. G-002 |

GENERAL NOTES:

1. ALL NEW ASPHALT, CONCRETE, AND GREE SPACE SHALL BE GRADED AT A 1% MIN. SLOPE TO EXISTING ROADWAY/GREENSPACE GRADES.
2. WATER AND SANITARY SEWER MAIN CONNECTIONS TO BE COMPLETED BY THE VILLAGE OF DANSVILLE FROM NEW WATER VALVE AND CURB BOX AND NEW SANITARY CLEANOUT.
3. CONTRACTOR TO INSTALL WATER AND SEWER TO VILLAGE OF DANSVILLE LIMIT OF WORK. CONTRACTOR TO COORDINATE WITH VILLAGE.
4. CONTRACTOR TO COORDINATE WITH NYSEG FOR ELECTRICAL AND GAS CONNECTIONS.

- APPROXIMATE LOCATION OF EXISTING SANITARY MAIN
- APPROXIMATE LOCATION OF EXISTING UNDERGROUND GAS MAIN
- INSTALL NEW ASPHALT DRIVEWAY APRON
- APPROXIMATE LOCATION OF EXISTING WATER MAIN
- EXISTING SEWER AND WATER CURB STOP
- INSTALL NEW SANITARY CLEANOUT
- INSTALL NEW WATER VALVE AND CURB BOX
- CONNECT NEW SANITARY LINE AND NEW WATER LINE TO NEW BUILDING FROM NEW WATER VALVE AND NEW SANITARY CLEANOUT OR AT LIMIT OF VILLAGE OF DANSVILLE WORK



THIS SURVEY HAS BEEN MODIFIED TO SHOW CURRENT CONDITIONS AFTER PREVIOUS DEMOLITION ACTIVITIES. PROVIDED FOR CONCEPTUAL INFORMATION ONLY AND IS NOT INTENDED FOR DESIGN PURPOSES.



WARNING
IT IS A VIOLATION OF SECTION 7209, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW FOR ANY PERSON, OTHER THAN THOSE WHOSE SEAL APPEARS ON THIS DRAWING, TO ALTER IN ANY WAY AN ITEM ON THIS DRAWING. IF AN ITEM IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO THE ITEM HIS SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

| | | | | | | | |
|-----------|------|-------------|---|--|---|---|------------------------------|
| NO. | DATE | DESCRIPTION | <p>LiRo Engineers, Inc. 85 Allen Street Rochester, New York</p> | PROJ. ENG.: J.R.P. | CLIENT: LIVINGSTON COUNTY LAND BANK CORPORATION | JOB TITLE AND LOCATION: 32 JEFFERSON STREET DANSVILLE, NY 14437 | LIRO JOB NO.: 21-198-2831 |
| | | | | DESIGNED BY: Y.V. | | | |
| | | | | CHECKED BY: | DRAWN BY: A.M.K. | DATE: DECEMBER 2023 | SCALE: AS SHOWN |
| REVISIONS | | | | DRAWING TITLE: PROPOSED SITE PLAN | | | |