



## **REQUEST FOR BID PROPOSAL**

RENOVATION OF A SINGLE-FAMILY HOME

18 MILL STREET

VILLAGE OF NUNDA, NY

FEBRUARY 2026

**RESPONSES DUE:**

MARCH 20, 2026

**Request for Bid Proposal**  
**for**  
**RENOVATIONS OF**  
**18 MILL STREET**  
**VILLAGE OF NUNDA, NY**

Date Issued: Monday, February 23, 2026

Bid Proposals due by: Friday, March 20, 2026, at 10:00 am

Opening: Friday, March 20, 2026, at 10:00 am in Room 305 of the Livingston County Government Center (6 Court Street, Geneseo NY)

Submit Sealed Bid Proposals to: Livingston County Land Bank Corporation  
Attn: Megan Crowe, Executive Director  
6 Court Street – Room 305  
Geneseo, NY 14454

For Site Visits Contact: Nathan Cole, Principal Community Development Specialist at (585) 243-7563 or [NateCole@livingstoncountyny.gov](mailto:NateCole@livingstoncountyny.gov).

Questions due by: Friday, March 6, 2026

Refer Questions in Writing to: Nathan Cole, Principal Community Development Specialist: [NateCole@livingstoncountyny.gov](mailto:NateCole@livingstoncountyny.gov)

**Renovations Of  
7313 Groveland Station Road, Groveland, NY  
Contract Documents**

**TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE NUMBER</u></b>
1	Notice to Bidders	3
2	Instruction to Bidders	4
3	General Requirements and Specifications	13
4 - 9	Required Bid Documents	15

**APPENDICES**

<b><u>APPENDIX</u></b>	<b><u>TITLE</u></b>
A & B	Standard Clauses
C	Insurance Requirements
D	Sample Contract
	Property Survey
	18 Mill Street, Nunda, NY ACM Survey

## ARTICLE 1

### Livingston County Land Bank Corporation

#### Advertisement for Bid Proposals

#### Renovations Of 18 Mill Street, Nunda, NY

The Livingston County Land Bank Corporation is requesting sealed bids for the renovation of the main building located at 18 Mill Street, Nunda, New York.

The property is unoccupied, and the buildings are within the control of the Livingston County Land Bank Corporation. The Land Bank disclaims any responsibility that representations made regarding conditions or quantities of materials will remain as they were when reviewed by the bidders during the bidding period, prior to award of the contract, or during the work.

#### Bid Proposal Documents

Bid Proposal Documents may be viewed and downloaded from the Livingston County Land Bank's website at <https://livingstoncountylanbank.org/contractors-vendors/> or by contacting Nathan Cole, Principal Community Development Specialist at (585) 243-7563 or [NateCole@livingstoncountyny.gov](mailto:NateCole@livingstoncountyny.gov).

Bid Proposals must be prepared and submitted in accordance with the Instructions to Bidders.

Sealed bid proposals will be received at the Livingston County Land Bank Corporation Office located at 6 Court Street, Room 305, Geneseo, New York 14454 until **Friday, March 20, 2026, at 10:00 am**, prevailing time, at which time they will be publicly opened. The official time for the receipt of bid proposals will be the time shown on the time stamp located in the Livingston County Land Bank Corporation Office. It is the sole responsibility of bidders to ensure bid packages are received in a timely fashion. Bids will not be accepted via email or fax. **Bid Opening: Friday, March 20, 2026, at 10:00 am in Room 305 of the Livingston County Government Center (6 Court Street, Geneseo)**

#### Bid Bond

Bids must be submitted using the forms provided in the Bidding Documents and shall be accompanied by a Bid Bond payable to the Livingston County Land Bank Corporation in the amount of 5% of the total bid amount. If upon acceptance of a bid, a bidder fails to enter into a contract with the Livingston County Land Bank Corporation, the Bid Bond shall be forfeited to the Land Bank. A certified bank check will not be accepted. Selected bid awardee shall also be required to provide a Performance Bond and Payment Bond covering faithful and satisfactory performance of the work contracted in an amount equal to one hundred percent (100%) of the contract amount.

## ARTICLE 2

### INSTRUCTIONS TO BIDDERS

#### 1. PROJECT:

The Livingston County Land Bank Corporation (the "Land Bank") requires renovation of the main structure located at 18 Mill Street, Nunda, NY. It is the intent of the Land Bank to contract with a Contractor and to establish a time and materials and not to exceed bid price to conduct this work.

Notwithstanding the details presented in the General Requirements and Specifications, shall be the responsibility of the bidder to verify the completeness of same to meet the intent of the contract documents.

#### 2. EXECUTIVE DIRECTOR:

Megan Crowe, 6 Court Street – Room 305, Geneseo, New York 14454.

#### 3. DEFINITIONS:

- (A) A "Bid" as a complete and properly signed proposal to sell and deliver to the Land Bank the services as described in the Project Manual, submitted in accordance with the Instruction to Bidders.
- (B) A "Bidder" is a person or entity who submits a bid.
- (C) "Contract Documents" shall consist of the Notice to Bidders, Instructions to Bidders, any Addenda issued, General Requirements and Specifications for Renovations, Livingston County Land Bank Corporation Bid Packet, Bid Response, Non-Collusion Bidding Certification, Indemnification Agreement, Debarment Certification, Iran Divestment Act Certification, Lobbying Certification, Appendices A, B and C, Insurance Requirements.

#### 4. RECEIPT OF BIDS:

Sealed bids will be received at the Livingston County Land Bank Corporation Office located at the Livingston County Government Center, 6 Court Street – Room 305, Geneseo, New York 14454 until Wednesday **Friday, March 20, 2026, at 10:00 am**, prevailing time, at which time they will be publicly opened. Any Bid received after the specified time will be returned to the Bidder unopened. Bid Opening: Wednesday **Friday, March 20, 2026, at 10:00 am in Room 305 of the Livingston County Government Center.**

#### 5. BIDDER'S REPRESENTATIONS:

By making a Bid, the Bidder represents and warrants to the Land Bank that:

- (I) Bidder is able to furnish and install the materials required by the Contract Documents in the time frame set forth in said documents;
- (II) Bidder has carefully examined the Contract Documents;
- (III) Bidder fully understands the intent and purpose of the Contract Documents; and
- (IV) The bid is based upon the specifications set forth in the Contract Documents without exception. Claims for additional compensation and/or extension of time relating to such representations and warranties will not be allowed.

**6. INTERPRETATION OR CORRECTION OF CONTRACT DOCUMENTS:**

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Any request for such an interpretation shall be made in writing and submitted via email to Jeffrey Perkins, (LiRo Engineers, Inc.) at perkinsj@liro.com. Any interpretation made to a Bidder will be in the form of a written Addendum. It shall be the Bidder's responsibility to make inquiry prior to submitting a Bid as to any Addenda issued on the County website. All issued Addenda shall become part of the Contract Documents and each Bidder shall be bound by such Addenda, whether or not received by the Bidder.

**7. SALES TAX EXEMPTION:**

The Land Bank is exempt from payment of sales and compensation use taxes under the Tax Law of the State of New York. Bidders are not to include sales or use taxes in their Bid price.

**8. PREVAILING WAGE:**

Please note that NYS Department of Labor PREVAILING WAGE RATES DO NOT APPLY TO THIS WORK.

**9. PREPARATION OF BID AND PROPOSAL REQUIREMENTS:**

- (A) Bids must be submitted on the Bid Proposal Form (**ARTICLE 4**) included in the Contract Documents and prepared in the following manner:
  - 1. All blank spaces on the Bid Proposal Form shall be filled in legibly, in ink or typewritten. If both words and figures are requested, the written words shall be binding on the Bidder. In the event of an error in the sum total of the Bid, the Bid shall be the sum total of all items in written words.
  - 2. Erasures and alterations must be initialed by the signer of the Bid.
  - 3. The Bidder shall not make any changes in the wording of the Bid Proposal Form or make any stipulations or qualify the Bid in any manner.
  - 4. The Bidder shall note the receipt of Addenda in the spaces provided on the Bid Proposal Form by entering the number and the date of each Addendum. If no Addenda have been received, insert the word "NONE". Failure to acknowledge Addenda shall be sufficient cause for rejection of the Bid.
  - 5. The Bid must be signed by the person legally authorized to bind the Bidder to a contract. The name of the person signing the Bid must be typed or printed below the signature.
  - 6. The Bid will include an estimated work and completion schedule.
- (B) List of at least three (3) relevant client references for residential renovation projects completed in the past five (5) years.
- (C) Resume describing the qualifications and background of the primary contact person and other key staff to be assigned to this project.
- (D) Project schedule that includes an estimated begin and end date for this project.
- (E) Proof of insurance meeting the requirements indicated in "**Section 24 – Insurance**" below, must be submitted with each Bid.
- (F) An executed Indemnification Agreement (**ARTICLE 6**) must be submitted with each Bid.
- (G) An executed Debarment Certification (**ARTICLE 7**) must be submitted with each Bid.
- (H) An executed Non-Collusion Bidding Certification (**ARTICLE 5**) required by Section 103-d of the General Municipal Law must be submitted with each Bid.

- (I) An executed Certification of Compliance with the Iran Divestment Act (**ARTICLE 8**) must be submitted with each Bid.
- (J) An executed Certification Regarding Lobbying (**Article 9**) must be submitted with each Bid.
- (K) Statement disclosing any potential conflicts of interest the Contractor may have in performing the scope of work specified by this Bid.
- (L) The Contractor shall submit a list of all sub-recipients and subcontractors, including names contacts and addresses along with the sealed bid documents.

#### **10. SUBMISSION OF BIDS:**

- (A) The Bid must be submitted in a sealed opaque envelope marked on the outside with the Bidder's name and address and the notation "**RENOVATIONS OF 18 Mill Street, Nunda NY**". The envelope shall be addressed to the Executive Director Megan Crowe, Livingston County Land Bank Corporation, 6 Court Street – Room 305, Geneseo, New York 14454.
- (B) Bidders requesting copies of the Bid tabulation sheets shall do so in writing with a stamped, self-addressed envelope enclosed.

#### **11. MODIFICATIONS OR WITHDRAWAL OF BIDS:**

- (A) A Bid may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the scheduled time for opening of Bids.
- (B) A Bid may not be modified, withdrawn, or canceled for a period of forty-five (45) days after the date of the Bid opening; thereafter, a Bidder may withdraw his/her Bid only by a written notice of withdrawal submitted in advance of the Bid award.

#### **12. BIDDERS' QUALIFICATIONS:**

The Land Bank may make such investigation as it deems necessary to determine the qualifications and ability of a Bidder to perform under the Contract, and the Bidder shall promptly furnish to the Land Bank all such information and data that the Land Bank may request for this purpose. The Land Bank reserves the right to reject any Bid where an investigation of the available evidence or information does not satisfy the Land Bank that the Bidder is properly qualified or able to carry out the obligations of the Contract.

Bidders must meet the following minimum qualifications:

- (A) If required for the trade or by Federal, State, Local regulations, the Contractor or Subcontractors must be appropriately and legally licensed in New York State.
- (B) Demonstrate prior experience in the renovations of residential property in accordance with applicable codes, standards, rules, and regulations within the past five (5) years.
- (C) Have the capacity to provide all labor and equipment to perform the work. In addition, have the capacity to provide all labor and equipment to remove any necessary debris and waste as necessary to complete the specified scope of work.
- (D) Provide references for at least three (3) prior projects in the past five (5) years.

### **13. IRAN DIVESTMENT ACT AND NON-COLLUSION:**

The Non-Collusion Bidding Certification and Iran Divestment Act Certification, attached hereto and made part hereof as '**Article 5**' and '**Article 8**', must be executed and submitted with each Bid.

### **14. INDEMNIFICATION:**

The Indemnification Agreement, attached hereto and made part hereof as '**Article 6**,' must be executed and submitted with each Bid.

### **15. DEBARMENT:**

The Debarment Certification, attached hereto and made part hereof as '**Article 7**,' must be executed and submitted with each Bid.

### **16. 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 federal, state, or local law. The Contractor also agrees that it will act with the highest professional standards.

### **17. SANCTIONS**

Contractor agrees that any payment for services under this Agreement 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 target of any sanctions administered or enforced by the US Government, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury (or any successor thereto) ("OFAC"), or other relevant sanctions authority (collectively, "Sanctions"), and the Contractor will not directly or indirectly use Land Bank payments and proceeds of this Agreement, 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 with the Land Bank, the Contractor represents that neither the Contractor nor any principal of the Contractor, nor any person or entity owning a direct or indirect interest in or having a direct control over the 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>.

Contactorepresents and warrants to the Land Bank that, in connection with the use of all payments and proceeds of this Agreement, and generally in its dealings with the Land Bank, the Contractor 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 designated by a Sanctioning Authority or identified as a “Sanctioned Country”; 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 the Land Bank (each “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.

#### **18. 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 federal, state, or local law or regulation. Contractor expressly agrees not to use payments and proceeds from this Agreement 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 payments and proceeds related to this Agreement to comply with the obligations set forth in this section, including by providing their express agreement not to use payments and proceeds from this Agreement 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.

#### **19. 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.

#### **20. 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 the Land Bank. 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 Land Bank employee, contractor or agent) to improperly obtain, retain, or direct business or any improper advantage for or to any person.

#### **21. LOBBYING AND POLITICAL ACTIVITY**

Contractor shall not use any payments or proceeds 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.

The Lobbying Certification, attached hereto and made part hereof as '**Article 9,**' must be executed and submitted with each Bid.

## **22. LEGALITY OF ACTIONS**

The Contractor represents, warrants and covenants that renovations of real property performed in connection with this Agreement shall be compliant with all applicable laws, rules, restrictions, orders and regulations, including, but not limited to, environmental laws and regulations and locally accepted renovation practices.

## **23. SUBRECIPIENTS AND SUBCONTRACTORS**

The Contractor agrees to hold sub-recipients and subcontractors to all terms and conditions of this Agreement. The Contractor shall submit a list of all sub-recipients and subcontractors, including names contacts and addresses along with the sealed bid documents.

## **24. INSURANCE**

The successful Bidder shall procure and maintain for the entire term of this Agreement, without additional expense to the Land Bank, insurance policies of the kinds and amounts described below. Such policies may only be changed upon thirty (30) days prior written approval by the Land Bank.

- (A) Commercial General Liability Coverage in amounts not less than:
  - i. \$1,000,000 per occurrence/ per location or per project aggregate (for more than one location),
  - ii. \$2,000,000 in the annual aggregate,
  - iii. \$2,000,000 products/completed operations aggregate.
- (B) LIVINGSTON COUNTY LAND BANK CORPORATION and LIRO ENGINEERS, INC. shall be covered as Additional Insureds under the policy and identified as Certificate Holders on the Certificates of Insurance;
- (C) Worker's Compensation Insurance in form and amounts consistent with state statutory requirements.
- (D) Comprehensive Automobile Insurance
  - 1. in amount not less than \$1,000,000, for all owned, leased, non-owned and hired automobiles. If no owned autos, coverage may be extended from the CGL policy.
  - 2. Waiver of Subrogation.
  - 3. 30 day notice of cancellation endorsement.
  - 4. LIVINGSTON COUNTY LAND BANK CORPORATION and LIRO ENGINEERS, INC. shall be covered as Additional Insureds under the policy.
- (E) Environmental Pollution Liability with limits of liability not less than \$1,000,000.
- (F) REQUIREMENTS FOR ALL INSURANCE INCLUDE:
  - 1. All insurance carrier's must be rated "A-" or higher in the AM Best Guide with a Financial Size Category of at least VI.

2. The successful Bidder shall furnish Certificates of Insurance to the Land Bank and corresponding policy endorsements setting forth the above-mentioned required coverage prior to entering the property or commencing any work.
3. All insurance policies shall contain endorsements requiring the carrier to give at least thirty (30) days prior notice of cancellation to the Land Bank and include a waiver of subrogation.
4. All required insurance shall be primary and non-contributory to any insurance maintained by the Land Bank.
5. The named insured on the Certificates of Insurance must be successful Bidder's full legal name.
6. All policies must be current, not expired, and include all required endorsements.
7. Certificates of Insurance must be signed by an authorized representative of the insurance carrier.
8. Additional Insured/ Certificate holder/ (as required above) must appear as:

LIVINGSTON COUNTY LAND BANK CORPORATION  
6 Court Street, Room 305  
Geneseo, NY 14454

LIRO ENGINEERS, INC.  
85 Allen Street  
Rochester, NY 14608

- (G) Contractor shall maintain insurance with the required limits mentioned above for the duration of this Agreement. Completed Operations coverage must be maintained and evidenced for at least two (2) years after completion of the project.
- (H) Contractor shall ensure any subcontractors hired carry the same type of insurance with the same limits and provisions required by this Agreement. The Contractor agrees to cause each subcontractor to furnish the Land Bank with copies of its Certificate of Insurance and corresponding policy endorsements setting forth the required coverage hereunder prior to any such subcontractor entering the property or commencing any work.
- (I) All Certificates of Insurance must be approved by the Land Bank Attorney prior to commencing work under the Agreement.
- (J) It is expressly understood and agreed by the Contractor that the insurance requirements specified above contemplates the use of occurrence liability forms. If claims-made coverage is evidenced to satisfy any of these requirements the Contractor shall comply with the following requirements:
  1. If the claims-made coverage terms designate a specific retroactive date, the Contractor shall maintain a retroactive date which is not later than the earlier of:
    - a. the date of the commencement of the term of this Agreement, or
    - b. the original coverage retroactive date for the Contractor's first claims-made policy for each and every coverage provided on a claims-made basis.
  2. For the duration of this Agreement or its subsequent renewals, if the retroactive date is advanced or if the policy is non-renewed, cancelled or is otherwise materially changed, the Contractor agrees to purchase at its own expense, an Extended Reporting Endorsement. This endorsement must provide for extended reporting period ("Tail" coverage) in compliance with the minimum standards promulgated by the Department of Financial Services (Insurance

Department) of the State of the New York as contemplated in Regulation No. 121 (11 NYCRR 73) or its subsequent amendments or revisions.

3. Upon termination of the services provided to the Land Bank by the Contractor, it is agreed that such claims-made coverage will be maintained without interruption for a period of time equal to the length of any Extended Reporting Period requirement as cited above. If the retroactive date is advanced or if the policy is non-renewed, cancelled, or is otherwise materially changed during this period of time the Contractor agrees to purchase, at its own expense, an Extended Reporting Endorsement that is in compliance with the minimum insurance standards promulgated by the Department of Financial Services (Insurance Department) of the State of the New York as cited above.

#### **25. CONSIDERATION OF BIDS; ACCEPTANCE OF BID:**

- (A) The Land Bank shall have the right to reject any and all Bids; to reject a Bid not accompanied by the required Bid security or by other data required by the Contract Documents; to reject a bid which is in any way incomplete or irregular; and to waive any informality in a Bid.
- (B) The Land Bank shall award the Bid to one Bidder for the total amount indicated on the Bid Proposal Form.
- (C) The acceptance of a Bid by resolution of the Livingston County Land Bank Board of Directors shall bind the successful Bidder to comply with the terms and conditions of the Contract Documents.

#### **26. SAFETY**

The Contractor shall perform all work in accordance with the latest government safety regulations including, but not limited to, those adopted by the Department of Labor, Office of Safety and Health Administration Regulations and Environmental Protection Agency. Roadway closures, if needed, shall be coordinated with the local highway departments.

#### **27. PERMITS AND FEES**

The Contractor is required to obtain and pay for all **permits, building permits** and obtaining a **certificate of occupancy** associated with the renovations and waste disposal associated with this project.

#### **28. TRAFFIC CONTROL**

The Contractor will be responsible for providing any traffic control or roadway closures.

#### **29. UTILITIES**

The Contractor shall be solely responsible for utility connection related services from the premises as described in the scope of work and the protection of the operating condition of all active utilities within the area of construction and it shall take all necessary precautions to avoid damage to existing adjacent utilities.

#### **30. CANCELLATION CLAUSE:**

In the event of a breach of the Contract by the Contractor, the Contractor shall not be entitled to payment of the contract price or any other compensation. The Contractor shall be responsible for paying to the Land Bank all direct and consequential damages caused by the breach, including, but not limited to, all sums expended by the Land Bank to procure a substitute contractor to satisfactorily complete the work, together with the Land Bank's costs incurred in procuring a substitute contractor.

**The Land Bank may, at any time, terminate the Contract for its convenience and without cause upon a written ten (10) day notice being mailed to the Contractor. In this event, any monies owing by the Land Bank for services completed prior to cancellation or termination shall be paid to the Contractor.**

**31. AWARD OF BID:**

The award will be made within forty-five (45) days after the opening of the Bids and prices shall remain firm for this period of time, or until the Bid expires.

**32. LENGTH OF CONTRACT:**

The Contractor shall have up to one hundred twenty (120) calendar days from Notice to Proceed to complete the renovations as defined in the scope of work.

## **ARTICLE 3**

### **GENERAL REQUIREMENTS AND SPECIFICATIONS FOR RENOVATIONS OF 18 MILL STREET, NUNDA, NY**

#### **SCOPE OF WORK**

The property located at 18 Mill Street; Nunda NY is an existing 1500 square-foot 3 bed 2 bath residential property that has been purchased by the Livingston County Land Bank. The construction tasks below have been identified as requirements to be completed under this contract. All work identified and performed below is to be in accordance with all national, state, local, and municipal codes.

Submission of bid indicates the contractors acknowledgement that it is their responsibility to provide and install material that is listed by a nationally recognized testing laboratory and installed in accordance with the latest edition of all applicable codes, and in a professional and workman like manor. It is the contractors responsibility to perform all testing and obtain all certifications required by national, state, local, and municipal code, standards, and laws.

In response to this bid solicitation, please propose a bid price that covers the renovation work of the main structure, garage and site located at the address listed herein, including all labor, materials, equipment, supplies, and incidentals as necessary and required to complete the work as outlined below:

- The Contractor will provide the Land Bank with at least forty-eight (48) hours' notice prior to commencing the work at the property.
- The Contractor shall obtain, at its 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.
- The Contractor will 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.
- The Contractor shall comply with all federal, state, county, city, town and other applicable laws, ordinances, rules, codes, and regulations and all orders and rules of any duly constituted authorities affecting the property or bearing on the performance of the work.
- The Contractor will confirm that all utilities are disconnected and/or protected as necessary to perform the work before commencing any work.
- The Contractor will arrange for proper utility (gas, electric, water, & sewer) connections for the project.
- The Contractor shall not place equipment or dumpsters on any roadways without proper traffic control and approval by the appropriate Highway Superintendent.
- Exercise caution so as to not damage any public roadway. If a public roadway is damaged, the Contractor must repair or replace the damaged portion in a timely manner and prior to the project's Completion Date.
- The Contractor will 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.

- The Contractor shall remove and dispose of any asbestos containing building materials and/or any other potentially hazardous building materials compliant with all Federal, State, and Local laws, codes, rules, and regulations. This includes employing the properly certified contractors, employees, and required documentation.
- The Contractor will remove all trash, scrap and debris from the entire property.
- The Contractor shall obtain, at its 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 of the property.
- The Contractor shall ensure that the property is meeting requirements for a Certificate of Occupancy as a 3 bed 2 bath house and is approved by the Land Bank to be ready for sale.

### **Work Progress & Completion**

- The work schedule shall be coordinated by the Contractor and the Land Bank.
- A written work schedule shall be included with the bid proposal and agreed upon by the Land Bank and the Contractor prior to the Notice to Proceed being issued.
- All specified work shall be commenced within 15 days from the issuance of the Land Bank's Notice to Proceed to the Contractor, unless otherwise agreed to.

### **Work Summaries**

#### General Construction Improvements:

1. House Exterior
  - a. Inspect existing CMU for cracks and leaks for building foundation and chimney. Repair as required.
  - b. Remove and replace existing aluminum gutters and downspouts and replace with new.
  - c. Remove and replace fascia and soffits and provide new as required.
  - d. Provide new flashing, sealants and trims where required.
  - e. Remove all chipping paint from window trim as required. Patch, prime, and paint as required. All paint colors shall be approved by Land Bank.
  - f. Provide and install new screen door leading to outside of screen porch
  - g. Install new screens on screen porch.
  - h. Paint screen porch steps and walls.
  - i. Install new inside porch lights.
  - j. Provide and install new exterior front door and storm door.
  - k. Paint front porch.
  - l. Replace all broken storm windows and screens.
2. House Interior
  - a. Remove all carpeting and tacks, sand and prep hardwood flooring for re-finishing.
  - b. Refinish all hardwood flooring where possible.
  - c. Remove all floor finishes and provide new LVT flooring throughout both porches.
  - d. Remove and replace gypsum board as required. Provide moisture resistant gypsum board in bathrooms. Prepare and paint all walls. All paint colors shall be approved by Land Bank.
  - e. Remove and replace doors and trim as required and replace with new.

- f. Replace all kitchen cabinets, counter tops, appliances etc. for new kitchen.
  - g. Replace all lighting fixtures. All replacement light fixtures shall be approved by the Land Bank for aesthetics
3. Garage
- a. Power wash, clean, and repair existing concrete slab as required.
  - b. Adjust all doors in existing frames to be level and plumb.
  - c. Provide door openers for garage doors.
  - d. Clean, prep, prime, and paint all exterior walls, doors, and windows.
4. Site and Yard
- a. Clean the yard of any debris.

Mechanical:

1. Mechanical Heating, Cooling and Ventilation
- a. Refinish or replace hydronic heating fins & covers as required.
  - b. Install new ductwork as required.
  - c. Provide new supply/return diffusers and associated dampers and ductworks.
  - d. Provide ventilation in shower/bathroom.
  - e. Provide dryer vent.
2. Mechanical Equipment
- a. Service existing Air Handling Unit for heating and cooling.
  - b. Service existing natural gas Boiler with associated pumps and piping.
  - c. Provide Exhaust Fan and associated dampers as required.

Electrical:

1. Main Electrical Service
- a. Maintain existing service riser conductors from utility co to meter.
  - b. Replace meter enclosure with new NEMA-3R meter box. Coordinate with utility.
  - c. Replace feeders from meter to panelboard with new.
  - d. Replace panelboard along with all associated branch circuit breakers with new.
2. Electrical Fixtures & Branch Circuits
- a. All replacement light fixtures shall be approved by the Land Bank for aesthetics.
  - b. Maintain all branch circuits that utilize NM-B cable that has no rips, tears, and shows no signs of aging.
  - c. Disconnect and remove all branch circuits that utilize cabling other than NM-B. Where the removal of wire is not feasible due to concealment, cut wire back as far as possible, and abandon remainder of conductor.
  - d. Provide new branch circuits as required, for general receptacle and lighting circuits throughout the building.
  - e. Provide new 1-Pole and 2-Pole circuits as required for heating, ventilation and cooling equipment, as well as appliances as required.

Fire Alarm and Detection:

1. Fire Alarm & Detection equipment & devices
  - a. Provide and install new hardwired smoke alarm / detectors throughout the building. Provide CO detection on each floor via dedicated alarm, or combination unit. Provide dedicated circuit from panelboard.

Plumbing:

1. Gas & water service
  - a. Existing gas service is to remain.
  - b. Existing water service is to remain.
    - i. Coordinate with local water authority, connect water meter to the buildings system and turn the water system on.
2. Plumbing equipment & devices
  - a. Disconnect and remove all existing plumbing fixtures, piping, fittings, valves and plumbing accessories.
  - b. Disconnect and remove existing water heater.
  - c. Disconnect and remove all existing gas piping within the building.
  - d. Provide new plumbing fixtures, as approved by the Land Bank for aesthetics.
  - e. Provide new electric water heater.
  - f. Provide new piping, fittings, valves and accessories for the building to be fully operational.
  - g. Provide new gas piping to all equipment within the building.

## ARTICLE 4

### LIVINGSTON COUNTY LAND BANK BID PROPOSAL FORM

**TO: Livingston County Land Bank Corporation**

**FOR: Renovations of 18 Mill Street, Nunda, NY:**

The undersigned Bidder has carefully examined the form and content of the Contract Documents, has examined the site of the work, and hereby proposes to furnish all necessary labor, materials, equipment, and tools required to perform and complete the work in strict accordance with the Contract Documents.

The undersigned has read, understands and agrees to comply with all terms and conditions set forth in the Contract Documents.

The undersigned Bidder agrees to submit to all conditions reported, intended, or implied, both particularly and generally by the Contract Documents at the prices herein stated.

The undersigned Bidder also agrees as follows:

- 1) If this Bid Proposal is accepted, to execute the Contract within ten (10) calendar days of date of "Notice of Award" of Contract and furnish to the Land Bank satisfactory bond and insurance documentation.
- 2) Work shall be progressed to meet the following schedule:
  - Begin work within 15 calendar days from the date of the Notice to Proceed.
  - Complete work within 120 calendar days from the date of the Notice to Proceed.

Proposals may be considered informal and may be returned to the Bidder if all blank spaces in the Bid Proposal are not filled in.

**ACKNOWLEDGMENT OF ADDENDA**

The undersigned acknowledges the receipt of the following Addenda, but agrees that it is bound by all Addenda whether or not listed herein:

Addenda Number	Date
_____	_____
_____	_____

**WORK SCHEDULE**

Provide with this Bid an estimated schedule to complete the work relative to the "NOTICE TO PROCEED" date.

**BID PRICE**

Pursuant to and in compliance with the "Advertisement", the "Instructions to Bidders" and "Bid Proposal" relating thereto, the Bidder hereby agrees to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to work required by and in strict accordance with the Contract Documents and any Addenda subsequently issued, for the sum of:

**Property** **Not to Exceed Bid Price**

18 Mill Street, Nunda, NY \_\_\_\_\_

**Draw Schedule tied to a Schedule of Values and Work Schedule included with bid.**

**BIDDER:** (Company Name) \_\_\_\_\_  
(Type or Print)

**BY:** (Person submitting for Company) \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name and Title)

**DATE SUBMITTED:** \_\_\_\_\_

**BUSINESS ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**BUSINESS FEDERAL TAX ID:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**SUBCONTRACTOR LIST**

**BIDDERS MUST COMPLETE THE CHART BELOW NAMING EACH SUBCONTRACTOR FOR THE WORK AND THE AMOUNT TO BE PAID TO EACH UNDER THE BASE BID. THIS FORM 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.**

Name of Subcontractor	Address and Phone Number of Subcontractor	Base Bid Amount to be Paid to Subcontractor

## ARTICLE 5

### NON-COLLUSION BIDDING CERTIFICATION:

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.

Sincerely Yours,

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Signature of Authorized Representative

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

**MUST COMPLETE THIS FORM AND SUBMIT THIS FORM WITH BID**

## ARTICLE 6

### INDEMNIFICATION AGREEMENT

The Contractor agrees:

- (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Land Bank, the Contractor agrees to indemnify and hold harmless the Land Bank, its officers, directors, representatives, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees (including all reasonable attorney's fees and disbursements), causes of action, suits, penalties, obligations or loss of any nature arising directly or indirectly out of (1) the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor; or (2) the malfeasance, misfeasance, nonfeasance, negligence, unlawful act or omission, or intentional misconduct of the Contractor or third parties under the direction or control of the Contractor arising out of or in connection with this Agreement or the work contemplated therein; and
- (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the Agreement and to bear all other costs and expenses related thereto.

Sincerely Yours,

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Signature of Authorized Representative

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

**MUST COMPLETE THIS FORM AND SUBMIT THIS FORM WITH BID**

**ARTICLE 7**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND RESPONSIBILITY**

The undersigned certified, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
2. Have not within a three-year period preceding the Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

Sincerely Yours,

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Signature of Authorized Representative

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

**MUST COMPLETE THIS FORM AND SUBMIT THIS FORM WITH BID**

## ARTICLE 8

### CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all\* sub-awards at all tiers (including sub-contacts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all\* sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Grantee/Contractor Organization

\_\_\_\_\_  
Program/Title

\_\_\_\_\_  
Name of Certifying Official

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**MUST COMPLETE THIS FORM AND SUBMIT WITH BID**

## **Equal Employment Opportunity (EEO) Policy Statement**

- a. The LCLBC will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.
- b. All Respondents to this RFP will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
- c. At the request of the LCLBC's Grantor funding this project, the LCLBC shall request each employment agency, labor union, or authorized representative for a statement that it will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- d. The hired Respondent shall comply with the provisions of the Human Rights Law, all other state and federal statutory and constitutional non-discrimination provisions. Respondent and all subconsultant(s) shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to nondiscrimination on the basis of prior criminal conviction and prior arrest.
- e. The LCLBC will include the provisions of sections (a) through (d) of this agreement in every contract in such a manner that the requirements of the subdivisions will be binding upon each contractor as to work in connection with the grant contract.

## **MWBE Policy Statements**

LCLBC is required by the Homes and Community Renewal (HCR) grant agreement to achieve twenty (20) percent MBE and ten (10) percent WBE utilization. The LCLBC will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- a. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- b. Request a list of State-certified M/WBEs from Agency(ies) and solicit bids from them directly.
- c. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- d. Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- e. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- f. Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

## 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.
  - 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.
  - **Workers' Compensation**  
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
  - **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

## STANDARD CLAUSES FOR HOUSING TRUST FUND CORPORATION CONTRACTS

By submission of this proposal, each respondent and each person signing on behalf of any firm agree to be bound by the following clauses if entered into a contract.

- A. Contracting with Business Conducting Business in Russia. In accordance with New York State Executive Order No. 16 (“EO 16”), by signing this Agreement, the Recipient certifies and affirms that it
- does not conduct business operations in Russia within the meaning of EO 16;
  - does conduct business operations in Russia within the meaning of EO 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia; and/or
  - does conduct business operations in Russia within the meaning of EO 16 but only to the extent necessary to provide health and safety services within Russia or to comply with Federal law, regulations, executive orders, or directives. A copy of EO 16 may be downloaded at: [https://www.governor.ny.gov/sites/default/files/2022-03/EO\\_16.pdf](https://www.governor.ny.gov/sites/default/files/2022-03/EO_16.pdf).
- B. Iran Divestment Act. By entering into this Agreement, Recipient certifies in accordance with State Finance Law 165-a that it is not on the list of “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/list-ntities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>.

Recipient further certifies that it will not utilize on this Agreement any subcontractor that is identified on the Prohibited Entities List. Recipient agrees that should it seek to renew or extend this Agreement, it must provide the same certification at the time the Agreement is renewed or extended. Recipient also agrees that any proposed Assignee of this Agreement will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Corporation.

During the term of the Agreement, should the Corporation receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Corporation will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Corporation shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Recipient in default.

The Corporation reserves the right to reject any bid, request for assignment, renewal, or

extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal, or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

C. Affordable Care Act. By entering into this Agreement, Recipient acknowledges that it is the sole responsibility of the Recipient to provide and maintain all Affordable Care Act (“ACA”) requirements/benefits. The ACA mandates employers with 50 or more full-time equivalents to offer coverage to full-time employees and their dependents or pay taxes if an employee obtains Exchange coverage and a premium tax credit. (Exchange coverage allows you to use the State’s insurance exchange marketplace to obtain coverage from competing private health care providers.) Employees of the Recipient providing services to the Corporation are employees of the Recipient and are not employed by the Corporation nor the State of New York.

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

**CONSTRUCTION AGREEMENT**  
**[Rehabilitation of 18 Mill Street]**

**THIS CONSTRUCTION AGREEMENT** (this “Agreement”) is made and entered into on [INSERT MONTH] \_\_\_, 2026 (the “Effective Date”) by and between **LIVINGSTON COUNTY LAND BANK CORPORATION**, a New York not-for-profit corporation having offices at 6 Court Street, Room 305, Geneseo, New York 14454 (the “Land Bank”); and **[CONTRACTOR]**, a New York limited liability company with an office [ADDRESS] (the “Contractor”). Owner and Contractor are each a “Party” and together are the “Parties.”

**RECITALS**

**WHEREAS**, Land Bank is the owner of real property located at 18 Mill Street in Livingston County, New York; and

**WHEREAS**, on February 20, 2026, the Land Bank issued a request for proposals for the rehabilitation of a single-family home located at 18 Mill Street in Nunda, Livingston County, New York; and

**WHEREAS**, at its March 26, 2026 meeting of the Land Bank Board of Directors, Contractor was identified as the lowest responsible bidder and awarded the Work, as further defined herein; and

**WHEREAS**, the Land Bank desires to engage Contractor to perform the Work, and the Contractor has agreed to perform the Work in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. Scope of Work.** Contractor hereby agrees to complete the rehabilitation of the single family home located at 18 Mill Street, Nunda, New York 14517 (the “Property”) in accordance with the Land Bank’s request for proposals dated February 20, 2026 and addendum issued [INSERT DATE], 2026, attached hereto as Exhibit A and incorporated herein, and Contractor’s Proposal dated [INSERT DATE], 2026, attached hereto as Exhibit B and incorporated herein (collectively, the “Work”). Contractor shall complete the Work in compliance with all applicable federal, state, and local laws, regulations, rules, and codes. Contractor shall commence the Work within five (5) days following the execution of this Agreement.

**2. Time of Completion.** Contractor shall complete the Work in accordance with the schedule set forth in Exhibit B. Time shall be of the essence.

**3. Contract Price; Payment.**

3.1 Contractor Fee. Contractor shall perform the Work for a sum not to exceed [AMOUNT] (the “Contractor Fee”). Contractor shall perform the Work at a time and materials rate agreed to by the Land Bank set forth in Exhibit G. The Contractor Fee is inclusive of all expenses of Contractor for the Work. Contractor shall not be entitled to any compensation in addition to the Contractor Fee unless agreed to by the Land Bank in writing pursuant to Section 4.

3.2 Pay Requests. The parties acknowledge that the progress milestones in the construction draw schedule set forth in Exhibit C are estimates prepared by Contractor. Contractor shall submit to the

Land Bank pay requests in a form acceptable to the Land Bank (each, an “Invoice”) upon the completion of each timeline milestone set forth in Exhibit C. The Land Bank shall, within a reasonable period of time after receipt of an Invoice, either: (i) make payment to Contractor as set forth in Section 3.3 below provided that Contractor has made demonstrable progress regarding the Work, as determined by the Land Bank in its sole discretion; or (ii) return the Invoice to Contractor indicating in writing the Land Bank’s reasons for disapproval. In the latter case, Contractor shall make the necessary corrections and resubmit the Invoice to Land Bank for review as set forth in this Section 3.2.

3.3 Payments to Contractor. The Land Bank shall pay Contractor for its completed Work within thirty (30) days of Contractor’s submission and the Land Bank’s approval of each respective and completed Invoice. Invoices may not be submitted more than once every thirty (30) days unless the Land Bank otherwise directs in writing. Notwithstanding anything in this Section 3 to the contrary, the final payment shall not become due to Contractor until: (i) Contractor completes the Work in the Land Bank’s sole discretion and a certificate of occupancy has been issued for the Project; (ii) Contractor submits an unconditional mechanic’s lien waiver and release in a form acceptable to the Land Bank; and (iii) if applicable, Contractor submits unconditional mechanic’s lien waivers and releases from all authorized subcontractors utilized by Contractor in its performance under this Agreement, with such waivers and releases in a form acceptable to the Land Bank.

3.4 No payment shall be made to Contractor for any Work that is partially completed unless determined by Land Bank in its sole discretion and in such case, such payment for partially completed Work shall be for the value of the Work performed by Contractor to date. If Contractor fails or neglects to properly and timely complete the Work at the Property, the Land Bank, without prejudice to other remedies that may be available at law or in equity, shall have the right, upon three (3) days notice to Contractor, to hire a contractor to secure the site and/or correct deficiencies in the Work at the Contractor’s sole cost and expense. The Land Bank may deduct the reasonable cost of the replacement contractor’s work, together with the Land Bank’s expenses made necessary by Contractor’s neglect or failure, from any payments then or thereafter due to Contractor. If payments then or thereafter due to Contractor are not sufficient to cover such amounts owed to the Land Bank, Contractor shall promptly pay the difference to the Land Bank.

3.5 Contractor shall perform all Work has required under this Agreement for the Contractor Fee set forth in Section 3.1, subject to any approved Change Orders and changes to the Contractor Fee in accordance with Section 4.

4. **Change Orders**. Changes in the Work specified in Exhibit B shall be made by Contractor only upon the approval by the Land Bank of written submission to the Land Bank detailing the proposed changes to the Work and any adjustments to the Contractor Fee (each, a “Change Order”). A copy of the Change Order request form that must be utilized by Contractor is attached hereto as Exhibit D. Contractor acknowledges and agrees that each Change Order is subject to the approval of the Land Bank’s Board of Directors and/or officers. Following the approval of a Change Order, the Parties shall execute the Change Order or, if necessary, an amendment to this Agreement, to memorialize the approved Change Order and any adjustments to the Contractor Fee.

5. **Contractor’s Responsibilities**.

5.1 Standard of Performance. Contractor shall perform and complete the Work in a first-class and workmanlike manner, and shall furnish all labor, materials, equipment and other facilities required to complete the Work in accordance with this Agreement.

5.2 Employees and Agents. Contractor shall provide the most appropriately experienced and

accredited employees, subcontractors and agents based on needs and requirements of the Work.

5.3 Licensing and Accreditation. Contractor represents that it and its officers, members, employees and/or subcontractors have the relevant accreditation, experience, education, licenses and certifications required by applicable law to perform the Work. Contractor shall bear the cost of and obtain any licenses, registrations, permits and/or otherwise that are or become required of Contractor or its employees to perform the Work. Contractor shall immediately notify the Land Bank of any revocation, cancellation, suspension, condition, obligation, requirement, probation, forfeiture, surrender, failure to renew, prohibition against applying or renewing, lapse, inactive status or contingency imposed upon any such licenses, registrations, permits and/or otherwise.

5.4 Compliance with Laws. Contractor shall comply with the pertinent provisions of the laws, ordinances, rules and regulations of the United States, the State of New York, the County of Livingston and the laws of the municipality in which the Work will be carried out.

5.5 Independent Contractor. Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the Land Bank other than as a contracting party and independent contractor.

5.6 Compliance with Funding Source Requirements. As detailed in Exhibit A, the Land Bank is the recipient of grant funding from New York State Home and Community Renewal (the “HCR Grant Agreement”). The HCR Grant Agreement is incorporated into this Agreement by reference and made a part hereof. Contractor agrees to undertake and accomplish its obligations under this Agreement in accordance with the terms of the HCR Grant Agreement, including those set forth in Exhibit E, attached hereto and incorporated herein. Without limiting the generality of the foregoing, Contractor shall cooperate with the Land Bank and comply with all reasonable requests made by the Land Bank as may be necessary to facilitate the Land Bank’s performance of its obligations under the HCR Grant Agreement, including compliance with all requests for information, documentation, inspections and audits made by HCR.

5.7 Contractor’s Knowledge of the Site. Prior to submitting its proposal for the Work, Contractor visited the Project site to become familiar with site conditions that may affect cost, progress, and performance of the Work. Contractor is familiar with and is satisfied as to all conditions, tangible or intangible, including, without limitation, all Federal, State and local laws, regulations, rules and standards, that may affect the cost, progress and performance of the Work.

6. **Quality of Work/Warranty.** Contractor warrants to the Land Bank that (i) all materials to be supplied by Contractor shall be new, of good quality and free of substances prohibited by law, unless otherwise expressly stated in writing by the Land Bank; and (ii) the Work shall be performed in a good, proper and workmanlike manner and in accordance with all applicable manufacturer’s guidelines and instructions, applicable laws, rules and regulations, and applicable industry standards. Contractor further warrants to the Land Bank that, for a period of one (1) year after acceptance of the Work by the Land Bank, Contractor shall promptly and without cost to the Land Bank reconstruct, replace, repair and correct any defect or deficiency in the workmanship or in the materials supplied. Contractor agrees that if a longer warranty period for materials and/or labor is established in Exhibit B, then such longer warranty period(s) shall apply. This Contractor’s full and unlimited warranty applies to all workmanship and materials, whether provided or supplied by Contractor. This paragraph shall survive termination or expiration of this Agreement.

7. **Safety.**

7.1 Contractor shall be solely responsible for the safety of the Work and for the safety of its employees, subcontractors and agents. Contractor and Contractor's employees, subcontractors and agents will perform the Work in a safe and responsible manner. Contractor shall conduct its own frequent and regular inspections of the Work to ensure compliance with all safety orders, precautions, programs, procedures and all applicable safety and environmental laws, regulations, rules and standards.

7.2 Contractor acknowledges that the Land Bank has no control, responsibility or authority over Contractor, subcontractors or Contractor's agents regarding safety and health conditions arising out of or related to the Work.

7.3 Contractor shall immediately notify the Land Bank of any accident or occurrence resulting in damage to the Land Bank's Property or personal property of another or injury to any person. Upon any such accident or occurrence Contractor shall promptly submit to the Land Bank a written report of the accident or occurrence on a form acceptable to the Land Bank. Upon the Land Bank's request, Contractor shall present to the Land Bank copies of any and all reports prepared by Contractor relating to such accident(s) or occurrence(s), including, without limitation, those prepared for insurance purposes.

7.4 Without limiting the foregoing, Contractor shall be responsible for initiating, maintaining and supervising all safety precautions required or appropriate in connection with the performance of this Agreement. Contractor shall take all reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to, (i) all employees and other persons who may be affected by the Work; (ii) the Work and the materials and equipment to be incorporated therein; and (iii) real property and personal property at the site or adjacent thereto, including but not limited to structures, roadways, sidewalks, pavements, utilities, trees, shrubs and lawns. Contractor shall take all reasonable precautions to protect and prevent injury or damage to pedestrians and motor vehicles and their occupants, including traffic control.

8. **Insurance.** Contractor shall provide for itself and maintain, at its own cost and expense, the forms of insurance required by the Land Bank as set forth in Exhibit F, attached hereto and incorporated herein. Contractor shall comply with such additional terms set forth in Exhibit F.

9. **Incorporation of Land Bank Appendices.** Consistent with the terms set forth in Exhibit A, Appendix A and Appendix B are attached hereto and are incorporated herein and made part of this Agreement, and Contractor shall comply with the provisions of Appendix A and Appendix B.

10. **Termination.**

10.1 The Land Bank may at any time, in its sole discretion, terminate this Agreement or postpone, suspend or delay all or any part of the Work and this Agreement without cause upon five (5) days written notice to Contractor. In the event that the Land Bank suspends, postpones or delays all or any part of the Work hereunder, Contractor shall cease the performance of the Work and refrain from incurring any further costs related to the Work, except to the extent authorized by the Land Bank in writing. In the event that the Land Bank terminates this Agreement under this Section 10.1, the fee to be paid to Contractor shall be based upon the value of the Work performed by Contractor to the date of termination. Contractor shall not be entitled to any other compensation or consequential damages, including, without limitation, lost profits, lost opportunity costs, overhead, impact damages or other similar remuneration.

10.2 The Land Bank may terminate this Agreement upon the occurrence of any of the events enumerated in this Section 10.2 (each, an “Event of Default”). In the event the Land Bank terminates this Agreement under this Section 10.2, Contractor shall be paid based upon the value of the Work performed by Contractor to the date of termination, less any costs incurred by the Land Bank in curing any breach or default by Contractor, including, without limitation, engaging another duly licensed contractor to complete the Work, and less any damages to which the Land Bank is entitled as a result of such breach or default. Contractor shall not be entitled to any other compensation or consequential damages, including, without limitation, lost profits, lost opportunity costs, overhead, impact damages or other similar remuneration. The remedies set forth in this Section 10.2 are in addition to any other remedies the Land Bank may have at law or in equity against Contractor. Each of the following shall be an Event of Default:

10.2.1 Contractor fails to perform any of its obligations under this Agreement and such failure shall continue for a period of five (5) days after written notice from the Land Bank specifying the occurrence, omission or failure giving rise to such default.

10.2.2 Contractor fails to commence the Work within five (5) days of the Work commencement date specified in the Notice to Proceed.

10.2.3 The Work is delayed for a period of five (5) days or more as a result of Contractor’s absence on the premises without reasonable explanation as determined by the Land Bank in its sole discretion.

10.2.4 Contractor assigns or subcontracts this Agreement or any of its obligations hereunder without the prior written consent of the Land Bank.

10.2.5 Contractor makes any false or misleading representation or warranty in this Agreement.

10.2.6 The filing by or against Contractor of a request or a petition for liquidation, reorganization, adjustment of debts, arrangement, adjudication as a bankrupt or similar relief under the bankruptcy, insolvency or similar laws of the United States or any state or territory thereof or any foreign jurisdiction; or the institution by or against Contractor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Contractor, and with respect to any such request, petition or proceeding filed or instituted against Contractor, the failure to stay or dismiss same within sixty (60) days thereafter.

10.2.7 Contractor or its principal(s) become a subject of a criminal or regulatory investigation related to a potential violation of any Federal, State or local laws, regulations, rules or standards governing or related to the types of work performed under this Agreement.

10.2.8 Contractor or its principal(s) are convicted or found guilty of, or enter a plea of nolo contendere to, regardless of adjudication, to one or more of the following: (a) a felony; (b) an act involving moral turpitude or gross immorality; or (c) a violation of any Federal, State or local laws, regulations, rules or standards governing or related to the types of work performed under this Agreement.

10.2.9 Failure to give the Land Bank immediate notice of (i) any investigation described in Section 10.2.7 of this Agreement or (ii) any conviction, plea or adjudication described in Section 10.2.8 of this Agreement.

10.2.10 Contractor's failure to provide the Land Bank with notice required under Section 5.3 of this Agreement.

10.2.11 Any of Contractor's licenses, registrations and/or permits required to perform the Work is revoked, cancelled, forfeited, suspended, surrendered, lapses, placed on probation or has put upon it a condition, contingency or prohibition against applying, reapplying or renewing it.

10.3 Upon termination of this Agreement under Section 10.1 or Section 10.2, Contractor shall cease performing the Work and incurring any further costs related to the Work, and shall deliver or make available to the Land Bank all finished and unfinished reports, estimates, summaries, data and such other information and materials as Contractor may have prepared in connection with the Work.

10.4 The Land Bank's (i) failure to give Contractor notice of Contractor's Event of Default or (ii) failure to terminate this Agreement when permitted to do so under this Section 10 shall not constitute a waiver of the Land Bank's rights under this Article and shall not be construed as the Land Bank's acquiescence or approval of Contractor's acts or omissions.

11. **Agreement Documents.** The Agreement documents listed below are incorporated herein as attachments to this Agreement and are made a part hereof in their entirety by reference:

- Land Bank's request for proposals dated February 20, 2026 and addendum dated [INSERT DATE], attached as Exhibit A;
- Contractor's proposal dated [INSERT DATE], attached as Exhibit B;
- General Requirements and Specifications, attached as Exhibit C
- Construction Draw Scheduled attached as Exhibit D;
- Change Order Request Form attached as Exhibit E;
- HCR Grant Agreement requirements, attached as Exhibit F;
- Schedule of Values, attached as Exhibit G
- Land Bank Appendices A, B, and C; and
- Performance Bond and Payment Bond that meets the requirements of the bid documents.

12. **General Provisions.**

12.1 **Jurisdiction; Venue; Jury Trial.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be brought in New York State Supreme Court in the County of Livingston or the federal district court of the Western District of New York, which shall have exclusive jurisdiction over every party in connection with any such claim or controversy. Contractor and the Land Bank hereby consent to New York jurisdiction as provided herein and agree to waive any and all rights to change venue. The Land Bank and Contractor hereby waive all rights to trial by jury regarding any claim or cause of action arising under or in any way related to this Agreement.

12.2 **Exculpatory Provision.** The Land Bank's obligations under this Agreement shall be executory. All covenants, stipulations, promises, agreements and obligations of the Land Bank contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the Land Bank and not of any member, director, officer, employee or agent of the Land Bank in his

or her individual capacity, and no recourse shall be had for any claim hereunder against any member, director, officer, employee or agent of the Land Bank.

12.4 Governing Law. This Agreement shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of New York without reference to conflicts of law principles.

12.5 Severability. The provisions of this Agreement shall be severable, and if any clause, sentence, paragraph, provision or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder hereof, which remainder shall continue in full force and effect.

12.6 Waiver. No waiver by any party of any breach, default or violation of any term, warranty, representation, agreement, covenant, condition or provision hereof shall constitute a waiver of any subsequent breach, default or violation of the same or any other term, warranty, representation, agreement, covenant, condition or provision hereof.

12.7 Notices. All notices that may be given in connection with this Agreement shall be in writing and shall be delivered personally, or mailed, postage prepaid, by certified mail, return receipt requested, to the party at the address specified above or to such other address as may be hereafter designated in writing from time to time.

12.8 Captions. The captions herein are for convenience only and are not to be construed as a part of this Agreement, nor shall the same be construed to be defining or limiting in any way the scope or intent of the provisions hereof.

12.9 Construction. The parties agree that the rule of construction that ambiguities in a contract are to be construed against the party that drafted the contract shall not apply to the interpretation of this Agreement.

12.10 Entire Agreement; Amendment. Each party hereto acknowledges its full understanding of this Agreement, that there are no verbal promises, undertakings or agreements in connection herewith and that this Agreement may be modified only by a written agreement signed by the parties hereto. All previous negotiations and agreements between the parties hereto with respect to the transactions set forth herein are merged into this Agreement which fully and completely expresses the entire agreement between the parties, setting forth all of the parties' rights and obligations.

12.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. PDF signature pages exchanged by the parties shall be deemed originals for purposes of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**LIVINGSTON COUNTY LAND BANK  
CORPORATION**

By: \_\_\_\_\_  
Megan Crowe, Executive Director

**[CONTRACTOR]**

By: \_\_\_\_\_  
[CONTRACTOR], Managing Member

*[signature page to Construction Agreement]*

**Exhibit A**  
**Land Bank RFP**

**Exhibit B**  
**Contractor's Proposal**

**Exhibit C**  
**General Requirements and Specifications**

**Exhibit D**  
**Contractor Draw Schedule**

**Exhibit E**  
**Change Order Form**

**Exhibit F**  
**HCR Grant Agreement Requirements**

**Exhibit G**  
**Schedule of Values**

## **Appendix A**

## **Appendix B**

## **Appendix C**