

GENESEE COUNTY VACANT RENTAL PROGRAM
AGREEMENT FOR THE PERFORMANCE OF
HOUSING IMPROVEMENT WORK

OWNER(S): [_____]]
PROPERTY STREET ADDRESS: [_____]]
MUNICIPALITY: [_____] County
SECTION/BLOCK/LOT: [_____]]
TOTAL CONTRACT AMOUNT: [_____]]

Agreement made this [_____] day of [_____] , 2026 by and between OWNER(S) NAMES] ("Owner"), and [CONTRACTOR NAME] having a principal place of business at [CONTRACTOR ADDRESS] ("Contractor").

WHEREAS, the County of Genesee ("Local Program Administrator" or "LPA") received New York State Housing Trust Fund Corporation ("HTFC") grant funds under the Vacant Rental Program (the "Program"), the purpose of which is to assist Owners with housing unit repairs;

WHEREAS, the Owner intends to have the improvements completed on their property (the "Project"); and

WHEREAS, the Owner has accepted assistance for the Project from the LPA under the Program; and

WHEREAS, the Owner has selected Contractor to carry out the Project;

Now, therefore, the parties do mutually agree as follows:

1. Employment of Contractor.

The Owner hereby engages the Contractor to perform the services and supply the materials upon the terms and conditions set forth herein.

2. Contract Price.

Subject to the terms and conditions stated herein, the Contractor has agreed to perform the work under this Contract for the sum of \$[_____].

3. Scope of Work.

The Contractor shall perform all services and furnish all materials necessary to make the improvements described in the "Scope of Work" required by the Program and attached hereto as Attachment A. No charge for any extra work or material will be allowed unless the same has been ordered and approved by the Owner and the LPA on a formal Change Order.

Any additional work for which the Owner(s) wishes to retain the Contractor that goes beyond the improvements described in the Scope of Work must be subject to a separate agreement between the Owner and the Contractor.

4. Acceptance of Project Conditions.

In non-emergency situations, the Contractor warrants that they have carefully examined all contract documents and have visited the Owner's property and has observed all existing conditions, installations, work of others, and work to be performed by others or by the Owner, and knows of no defect, deficiency, error, or inaccuracy in the specifications which adhere to and would cause failure in any manner to achieve the intended rehabilitation or failure to operate.

5. Acceptance of Contractor's Bid and/or Proposal.

Upon the execution of this Agreement, the Contractor's Bid and/or Proposal (attached hereto as Attachment F) shall be accepted by the Owner, but the Contractor shall not commence performance until they have received a Notice to Proceed Order.

6. Conflict of Interest Certification. – See Attachment G

7. Time for Performance.

The Contractor shall commence performance of the improvements as described in the Scope of Work within thirty (30) calendar days of receipt of a fully executed Notice to Proceed Order, and all work to be performed by the Contractor shall be completed within [set project timeline based on scope of work] calendar days thereafter.

8. Subcontracting/Assignment.

The Contractor shall not assign this Agreement, in whole or in part, at any time. Any subcontract awarded by the Contractor shall not release the Contractor from all obligations of this Agreement in respect to work performed under the subcontract, and all provisions of this Agreement shall be deemed incorporated into any subcontract, and be a part thereof, binding upon the subcontractor. The Contractor agrees that they are fully responsible to the Owner for the acts and omissions of their subcontractors and of persons either directly or indirectly employed by them. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor, the Owner, and the LPA.

9. Insurance.

All contractors must maintain, at a minimum, the following insurance coverage throughout the duration of any project undertaken under this program. Proof of insurance must be submitted prior to the execution of any Contractor Agreement.
Refer to Insurance Table "Construction & Maintenance" category

Coverage Type	Minimum Required Coverage
Commercial General Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate
Workers' Compensation	As required by New York State law
Disability Insurance	As required by New York State law

Genesee County, New York State, and NYS Homes and Community Renewal must be named as additionally insured as well. Addresses located on Attachment C - OWNER – CONTRACTOR ADDENDUM AGREEMENT document.

10. Permits and Codes.

All permits and licenses necessary for the completion and execution of the work shall be secured and paid for by the Contractor. All work shall be done in conformance with applicable laws, ordinances, and municipal codes. The Contractor is responsible for providing any and all information required to secure approval for all necessary permits and licenses. The Contractor shall provide the LPA with a copy of any permits required. Should the Contractor perform work without securing the necessary permits or licenses, they shall bear all costs and liabilities arising therefrom.

11. Waiver of Liens.

Prior to the final payment of funds being disbursed hereunder, the Contractor shall submit to the Owner and the LPA a release of all mechanics and material liens.

12. Payments.

The Owner shall be responsible for payments to the Contractor based upon the agreed Scope of Work, attached as Attachment A. The Owner will make any progress payments to the contractor upon satisfactory verification by the Owner(s) or by the right of its own inspection, that the project is meeting its intended scope. Owner will receive reimbursement from the LPA once a payment to the contractor is verified. LPA is available to review Contractor's invoice packets at the request of the Owner(s). Any modification, amendment, or rescission of project costs must be requested in writing and approved in writing by the LPA.

To substantiate work costs, contractors must provide written contracts, bank documents, copies of invoices for materials and labor, cancelled checks, lien releases, and any other documents deemed necessary by the LPA to maintain effective internal controls.

The payment of any remaining amount(s) due and payable to the contractor, shall be made upon satisfactory final inspection by the LPA and submission of a Certificate of Occupancy or a Certificate of Completion to the LPA.

13. Workmanship/Warranty.

The Contractor warrants that all materials to be incorporated and all work performed shall be free of defects and shall meet all relevant standards of merchantability for the purposes intended.

The Contractor shall keep the Project area clean and orderly during the course of the work and remove all debris upon completion of work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor unless otherwise specified in writing by the Owner.

14. Defects After Completion.

The Contractor shall execute and deliver, in a form to be provided by the LPA, a guarantee of the work performed on the Project for a period of twelve (12) months from the date of completion. Furthermore, the Contractor shall furnish the Owner with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under this Contract. Any defects that appear within this twelve (12) month period and arise out of defective or improper materials or workmanship shall, upon the direction of the Owner and/or the LPA, be corrected and made good by the Contractor at their expense.

15. Lead-Based Paint Hazards.

The use of lead-based paint products in the Project is specifically prohibited. The Contractor must comply with the Environmental Protection Agency's 2008 Lead-Based Paint Renovation, Repair and Painting Rule ("RRP") which may be found at 40 CFR 745 Subpart E. Federally funded projects must also follow Residential Lead-Based Paint Hazard Reductions Act of 1992 (24 CFR Part 35 Subpart B-M).

16. Inspection of Work.

The LPA, HTFC, and/or their designees shall at all reasonable times have access to the work site for purposes of inspection and examination.

17. Records.

The Contractor shall maintain accurate books of account and records of all matters pertaining to the work under this Agreement, including, but not limited to, wages and hours of all employees, account of all materials, suppliers and independent contractors, and all matters pertaining to compliance with laws. Upon written notice of the LPA or HTFC, the Contractor shall furnish copies of such records during reasonable business hours.

18. Default.

In the case of default hereunder by the Contractor, the Owner and/or the LPA may exercise any corrective or remedial action, to include, but not be limited to, advising the Contractor to suspend, discontinue, or refrain from incurring costs for any activities in question or requiring the Contractor to reimburse the LPA for the amount of Program funds expended or used in an unauthorized manner or for an unauthorized purpose.

19. Dispute Resolution Policy. – See Attachment B

20. Third Party Enforcement Rights.

The LPA is hereby made an express third-party beneficiary of the owners rights granted to the Owner under this Agreement and shall be entitled to enforce the Owners under this Agreement should the Contractor breach or otherwise fail to perform its obligations under this Agreement.

21. Termination for Cause.

Should the Contractor fail to furnish materials or execute work in accordance with the provisions of this Agreement or fail to proceed with or complete work on the Project, upon seven (7) calendar days written notice to the Contractor, the Owner and/or the LPA shall have the right to declare the Contractor in default hereunder. Such notice shall contain the reason(s) for the Owner and/or the LPA's intent to declare the Contractor in default and, unless the violations shall cease with seven (7) calendar days of service of such notice, the Contractor shall be declared to be in default. The Owner's notice to proceed to have the remaining work on the Project completed by another contractor. The Contractor shall be responsible for any damages resulting to the Owner's property the HTFC by reason of said default.

22. Responsibilities After Termination.

Nothing contained in this Contract, or any amendment, supplement, or addition hereto, including the cancellation or termination of the Contract, shall in any way relieve the Contractor from the responsibilities of complying with the warranties and guarantees as provided for in Section 13 of this Contract.

23. Lien Law/General Business Law Article 36-A Notice.

Under Article 36-A of the New York State General Business Law, any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of a

mechanic's lien may invalidate such lien. The Owner may contact an attorney to determine his rights to discharge a mechanic's lien.

The Owner expressly acknowledges that if the Contractor (or any subcontractor) is not paid, the Contractor (or subcontractor, if applicable) may have a claim against the Owner which may be enforced against the Assisted Property in accordance with applicable lien laws.

The Contractor expressly acknowledges that they are legally required to deposit all payments received prior to completion of the Project in accordance with § 71-a(4) of the New York State Lien Law or that, in lieu of such deposit, the Contractor may post a bond or contract of indemnity with the Owner guaranteeing the return or proper application of such payments to the purposes of this Contract in accordance with § 71-a(4)(b) of the New York State Lien Law.

24. Indemnification.

Any contract or agreement to be executed in furtherance of this Grant Agreement shall require the contractor to defend, indemnify and hold harmless the Owner, the LPA, the City/Town/Village of _____ and the HTFC from liability for any claim for injury or damages to persons including the contractor and his/her employees, subcontractors and agents, or property, resulting from any work performed under this Agreement.

25. Photograph Release.

The Contractor agrees to complete a written consent, in the form attached as Attachment D to permit the LPA and the HTFC to publish photographs of assisted properties which may include contractor personnel for promotional or public relations purposes.

26. Severability.

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

27. Disputes.

Any disputes will be resolved through the LPA Dispute Resolution Policy attached to this agreement (Attachment B).

28. Amendment.

This Agreement shall be construed under the laws of the State of New York, and may be modified or amended only by a written instrument executed by both the Owner, Contractor and the LPA.

29. Counterparts.

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

30. Notices.

All notices or other communications with respect to the subject matter of this Contract shall be in writing and shall be deemed to have been given when personally delivered or sent by certified mail, return receipt requested, to the parties at the addresses set out below. Notice of a change of address shall be deemed to have been given when it is received.

Owner(s)' Address for Notice:

Contractor's Address for Notice:

LPA's Address for Notice:

County of Genesee
Vacant Rental Program
7 Main Street
Batavia, NY 14020

31. Notice of owner's right to cancel.

In addition to any and all other rights of the Owner's to revoke an offer, the Owner may cancel this Contract until midnight of the third business day after the day on which the Owner signed the Contract. Cancellation occurs when a Written Notice of Cancellation is given to the Contractor. Notice of Cancellation, if given by mail, shall be deemed given when deposited in a mailbox property addressed and postage prepaid. A Notice of Cancellation shall be sufficient if it indicates the intention of the Owner not to be bound by the terms of this Contract.

32. Miscellaneous.

- (a) The captions and headings of the various sections herein are for convenience only and do not, and shall not be deemed to, define, limit, or construe the contents of such sections.
- (b) This Agreement, including the attachments, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements with respect to the Project.
- (c) This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York.

33. Opportunity for Review.

The Owner and Contractor hereby acknowledge that they have had the opportunity to read this Agreement and seek the advice of an attorney if they so choose.

_____ (Owner Initials) _____ (Contractor Initials)

34. Attachments. The following attachments are hereby incorporated into this Agreement and the Owner(s) shall adhere to the provisions contained therein.

Attachment A – Project Scope of Work
Attachment B – Project Dispute Resolution Policy
Attachment C – Contractor Insurance Addendum
Attachment D – Photo Release
Attachment E – Lead Based Paint Risk Assessment
Attachment F - Contractor's Bid and/or Proposal
Attachment G – Conflict of Interest Certification

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

Contractor

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Owner

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Second Owner *(if applicable)*

Signature: _____ Date: _____

Printed Name: _____

Title: _____

ATTACHMENT A

GENESEE COUNTY (LPA) VACANT RENTAL PROGRAM SCOPE OF WORK

ADD SCOPE OF WORK SAMPLE HERE

ATTACHMENT B

GENESEE COUNTY (LPA) VACANT RENTAL PROGRAM PROJECT DISPUTE RESOLUTION POLICY

Purpose:

This policy establishes a structured process for resolving disputes arising during residential construction projects, including issues related to project timelines, scope of work, workmanship quality, owner obligations, project completion, and contractor payment.

1. Scope

This policy applies to all parties involved in the residential construction project, including:

- Genesee County ("LPA") and/or designee
- Owner ("Owner")
- General Contractor ("Contractor")
- Subcontractors
- Consultants, Designers, and Architects
- Suppliers and Vendors, where applicable

2. Guiding Principles

All parties shall:

1. Act in good faith and cooperate toward project completion.
2. Communicate concerns promptly and professionally.
3. Maintain written documentation of disputes, decisions, and corrective actions.
4. Attempt resolution at the lowest level possible before escalation.

3. Disputes Regarding Project Timeline

3.1 Schedule Compliance

The Contractor shall provide a project schedule identifying:

- Start date
- Major milestones
- Estimated completion date
- Critical path activities

3.2 Delay Notification

Any party causing or anticipating a delay shall provide written notice within:

- 5 business days of becoming aware of the issue

The notice shall include:

- Cause of delay
- Expected impact
- Proposed mitigation plan

3.3 Resolution of Schedule Disputes

The parties shall:

1. Meet within 5 business days of notice.
2. Review project records.
3. Develop a revised schedule if warranted.

If no agreement is reached, the matter proceeds to the escalation process described in Section 8.

4. Disputes Regarding Scope of Work

4.1 Contract Documents Control

The following documents shall govern project scope in order of precedence:

1. Signed construction agreement
2. Approved change orders
3. Plans and specifications
4. Written project directives

4.2 Scope Clarification Process

When disagreement arises regarding whether work is included:

1. Written request for clarification shall be submitted to LPA and/or designee.
2. Supporting documentation shall be exchanged.
3. All parties shall meet within 5 business days.

4.3 Change Orders

No additional work shall proceed until:

- Scope is defined
- Cost impact is identified
- Schedule impact is identified
- Written approval is obtained from Owner and LPA

Except in emergencies involving health, safety, or property protection.

5. Quality of Work Disputes

5.1 Standards

Work shall conform to:

- Contract documents
- Applicable building codes
- Manufacturer requirements
- Industry standards for residential construction

5.2 Deficiency Reporting

The Owner may submit a written notice identifying:

- Defective work
- Incomplete work
- Nonconforming work

Supporting photographs and documentation should be included.

5.3 Inspection Process

Within 5 business days:

1. Contractor shall inspect the reported issue.
2. Parties shall jointly review findings.
3. A written corrective action plan shall be developed if deficiencies are confirmed.

5.4 Independent Evaluation

If disagreement remains regarding quality:

- An independent licensed inspector, architect, engineer, or construction consultant may be retained by owner and contractor alike.
- Costs shall be allocated as agreed or determined through dispute resolution.

6. Failure to Fulfill Contractual Obligations

6.1 Notice of Non-Performance

When a party fails to perform contractual obligations, the affected party shall issue:

- Written Notice of Default – Use Template

The notice shall identify:

- Specific obligation not performed
- Relevant contract provision
- Required corrective action
- Cure period

6.2 Cure Period

Unless otherwise stated in the contract:

- 10 calendar days shall be allowed to cure the default.

6.3 Continued Non-Performance

If the default is not cured:

The non-defaulting party may:

- Suspend affected work
- Withhold applicable payments
- Obtain substitute services
- Seek mediation
- Pursue contractual termination rights

7. Project Completion and Final Sign-Off

7.1 Substantial Completion

Substantial Completion occurs when:

- The project is usable for its intended purpose.
- Required inspections are completed.
- Major contract work is complete.

7.2 Punch List –

A joint walkthrough shall be conducted with the LPA and/or designee, Owner, and Contractor.

A written Punch List shall identify:

- Incomplete items
- Corrective work
- Completion deadlines

7.3 Final Completion

Final completion shall occur when:

- Punch list items are completed.
- Required permits are closed.
- Final inspections are approved.
- Required documentation is delivered to LPA and/or designee.

7.4 Owner Completion Sign-Off

A Final Completion Certificate shall include signatures from:

- Owner
- Contractor
- Applicable project representative (if any)

The certificate shall acknowledge:

- Completion status
- Remaining warranty obligations
- Acceptance of work

Owner acceptance shall not waive rights relating to concealed defects, fraud, or warranty claims.

8. Dispute Escalation Process

Step 1 – Informal Resolution

Parties shall meet within 5 business days of dispute notice.

Goal:

- Clarify facts
- Review documents
- Negotiate resolution and create written summary of resolution

Step 2 – Written Resolution Meeting

If unresolved:

- Formal meeting within 10 business days
- Written summary issued

Step 3 – Mediation

If dispute continues:

- Parties shall participate in mediation before litigation.
- Mediator shall be mutually selected by Owner and Contractor.
- Costs shared equally between Owner and Contractor unless otherwise agreed.

Step 4 – Arbitration or Litigation

If mediation fails:

- Disputes shall proceed according to the governing contract and applicable law.

- Venue shall be in the jurisdiction of Genesee County.

9. Contractor Payment Disputes

9.1 Progress Payments

Payments shall be made according to the contract schedule.

Contractor shall provide:

- Invoice
- Supporting documentation
- Change order records
- Lien waivers if required

9.2 Owner Payment Objections

If payment is disputed:

The Owner shall provide written notice within:

- 7 business days of invoice receipt

The notice shall specify:

- Amount disputed
- Basis for dispute
- Supporting documentation

9.3 Undisputed Amounts

Undisputed portions of invoices shall be paid according to contract terms.

9.4 Withholding Payment

Payment may be withheld only for documented reasons including but limited to:

- Defective work
- Incomplete work
- Contract violations
- Unapproved change orders
- Failure to satisfy legal requirements

9.5 Final Payment

Final payment shall be released upon meeting all conditions below:

- Final completion
- Completion sign-off
- Delivery of required closeout documents
- Submission of final lien waivers where applicable

10. Documentation Requirements

All parties shall maintain records including:

- Contracts
- Change orders
- Correspondence
- Meeting notes
- Inspection reports
- Photographs

- Payment records
- Completion certificates

Documentation shall be retained for a minimum of three years after project completion, or longer if required by law.

11. Policy Acknowledgment

By signing the construction agreement or participating in the project, all parties acknowledge their agreement to follow this Conflict Resolution Policy and to make reasonable efforts to resolve disputes promptly, fairly, and in good faith.

Owner Name: _____

Owner Signature: _____ **Date:** _____

Contractor Name: _____

Contractor Signature: _____ **Date:** _____

ATTACHMENT C

GENESEE COUNTY (LPA) VACANT RENTAL PROGRAM COUNTY – CONTRACTOR ADDENDUM AGREEMENT

The County – Contractor Addendum Agreement (“Addendum Agreement”) is being entered into by the parties for any and all work done for, with, or on behalf of the **County of Genesee** (“County”) by _____ (“Contractor”) as an Addendum Agreement to the primary contract entered into by the parties, a copy of which is attached hereto (referred to hereafter as “Primary Contract” and which includes any written agreement by the parties, including but not limited to any purchase order, proceed order or written estimate).

Insurance Requirement

Prior to the commencement of any work designated in this Addendum Agreement or in any contract or agreement to which this Addendum Agreement is attached, and until final completion and acceptance of the work, the Contractor, as its sole expense, shall maintain the following minimum insurance on its own behalf, and furnish to the County certificates of insurance evidencing same and reflecting the effective date of such coverage as listed below, as well as complete copies of the Contractor’s Commercial General Liability and Workers’ Compensation and Employer’s Liability policies as may be applicable based on the terms of the contract to which this is attached. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by the County of the Contractor’s obligation to maintain the insurance set forth herein. The insurance required shall not be canceled, not renewed or materially changed subsequent to the issuance of the certificate of insurance required by this Addendum Agreement. Contractor shall procure and maintain in full force and effect until the contractor completes its work under the contract documents, the type and minimum limits of insurance specified in this addendum, at Contractor’s sole cost and expense, covering performance of the work required under the contract document. Policy limits required by the County are attached hereto (See Genesee County Insurance Requirements Chart).

A. Worker’s Compensation, Occupational Disease & Employer’s Liability Insurance:

Worker’s Compensation, Occupational Disease & Employer’s Liability Insurance in accordance with the applicable laws and statutes to cover any injuries or illness to employees and any other person eligible for compensation, and the liability of the employer thereof to any person or organization, as follows:

Worker’s Compensation & Occupational Disease: Statutory

Employer’s Liability: \$1,000,000 bodily injury by accident or disease, except for work/employers subject to the New York Compensation Law, in which this insurance shall be unlimited.

All such coverage shall: not contain any exclusion for injuries to sole proprietors, partners, members of limited liability companies or executive officers of any corporate entity, and provide for a “Waiver of Subrogation” endorsement in favor of the Owner/Contractor.

Any contractor/subcontractor with a principal place of business located outside of the State of New York must include New York under Part 3A of the policy

B. Commercial/General Liability:

Commercial general liability insurance as provided under the ISO Commercial General Liability Coverage Form, CG 00 01, or its equivalent, for claims of Bodily Injury, Property Damage and Personal and Advertising Injury, with limits of not less than:

Per Occurrence and Personal & Advertising Injury:	\$1,000,000.00
General Aggregate & Products/Completed Operations Aggregate:	\$2,000,000.00
Fire Damage Legal Liability/Damage to Rented Property:	\$100,000.00
Medical Payment (per person):	\$5,000.00

The coverage must include the following:

1. Liability assumed by the insured in an "insured contract" as that term is defined in the ISO Commercial General Liability Coverage Form, CG 00 01.
2. Products/Completed Operations liability for the period of three years after acceptance of the work.
3. A per project aggregate of \$ N/A
4. A "Waiver of Subrogation" Endorsement in favor of the Owner/Contractor.
5. Exterior Insulation Finish System ("EFIS") coverage must be specifically included or provided separately where the Contractor/Subcontractor work under this Agreement or in any contract or agreement to which this Addendum is attached in any way involves EFIS.
6. **The coverage shall not include any provision, definition, exclusion or endorsement which in any way would serve to eliminate the insurance to any insured or additional insured for liability for bodily injury or property damage arising from work performed in New York State, for claims made under the New York Labor Law or for claims made by employees, subcontractors and employees of subcontractors hired to perform work by any insured or additional insured pursuant to work that is subject to this Addendum Agreement or in any contract or agreement to which this Addendum Agreement is attached.**
7. The Insurance is to be provided through insurers licensed and admitted to do business in the State of New York, with an A. M. Best financial rating of "A-" or better, or otherwise specifically approved by the Owner.
The County, its officers, directors, partners, representatives, agents and employees must be named as Additional Insureds on a primary and non-contributory basis on both the ongoing and completed operations coverage required herein utilizing the ISO endorsements: CG 2010 04 13 or CG 2038 04 13 (or their equivalent) for completed operations. The Additional Insured coverage shall contain no special limitation or limitation on the scope of the protection afforded to the Additional Insureds.

C. Commercial Automobile Liability Insurance:

Commercial Automobile Liability Insurance covering the ownership, maintenance and use of all Owned, Non-Owned and Hired Vehicles by the Contractor with combined Bodily Injury and Property Damage limits including pollution transit coverage of \$1,000,000 per accident. The Owner, its officers, directors, partners, representatives, agents and employees must be named as Additional Insureds on a primary and non-contributory basis. A "Waiver of Subrogation" in favor of the Owner must be included.

D. Commercial Umbrella/Excess Liability Insurance: Not Applicable

Commercial Umbrella/Excess Liability Insurance on a per occurrence and aggregate. The County, its officers, directors, partners, representatives, agents and employees must be named as Additional Insureds on a primary and non-contributory basis. A "Waiver of Subrogation" in favor of the Owner must be included.

E. Pollution Liability: Not Applicable

Where the Contractor is performing work that is subject to this Addendum Agreement or to any contract or agreement to which this Addendum Agreement is attached, that involves abatement or remediation of hazardous substances or any manner of environmental work, pollution liability coverage applicable to the type of work/operations being performed on a \$1,000,000 per occurrence. The County, its officers, directors, partners, representatives, agents and employees must be named as Additional Insureds on a primary and non-contributory basis. A "Waiver of Subrogation" in favor of the Owner must be included.

F. Builder's Risk/Installation Floater:

"All Risk" Property Insurance coverage afforded by a Builders Risk/Installation Floater or its equivalent insuring all materials, equipment and supplies provided by the Contractor and intended to become a permanent part of the construction, whether stored on the premises away from the project site and/or while in transit, in an amount equal to the replacement cost of such materials, equipment and supplies. A "Waiver of Subrogation" in favor of the Owner must be included.

G. Owned and/or Rented Tools or Equipment:

Property insurance covering all owned, rented, leased and/or borrowed tools or equipment of the Contractor or the Contractor's Subcontractors used in connection with the work that is subject to this Agreement or to any contract or agreement to which this Addendum is attached, in an amount equal to the replacement cost of such tools or equipment. A "Waiver of Subrogation" in favor of the County must be included.

H. Cyber Liability: Not Applicable to this RFQ

In the event Contractor will have access to the County's cyber environment including, but not limited to, its computers, systems, software, and County data, or any aspect of its computer network, or accounts including social media, it will provide coverage for County losses arising from acts, errors or omissions in rendering those services. The County, its officers, directors, partners, representatives, agents and employees must be named as Additional Insureds on a primary and non-contributory basis. A "Waiver of Subrogation" in favor of the County must be included.

JOB-SITE SAFETY:

The County makes no representation with respect to the physical conditions or safety of the Project Site. The Contractor shall, at its own expense, protect from injury its employees engaged in the performance of the Work. The prevention of accidents to all workers engaged in the Contractor's work and others affected by the Contractor's work is the responsibility of the Contractor. Contractor shall comply with all applicable federal, state, labor and local laws, regulations and codes concerning safety.

WORKERS COMP IMMUNITY WAIVER:

In any and all claims against the County by any employee of the Subcontractor, anyone directly or indirectly employed by the Contractor (including any of the Contractor's subcontractors) or anyone whose acts the Contractor may be liable, the indemnification

obligation shall not be limited in by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

HOLD HARMLESS/INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless County and its heirs, executors, administrators, successors, assigns, affiliates, employees and agents ("Owner Indemnitees") from and against any and all actions, claims, liabilities, damages, losses and expenses, including but not limited to bodily injury, death and property damage, and reasonable attorney's fees and costs (including those incurred in the defense of any such underlying claim, as well as those incurred in the enforcement of this Addendum Agreement and/or in the prosecution of any claim for indemnification by County) arising out of or resulting from, or alleged to arise out of or result from, the Contractor's work (including the work by any of the Contractor's subcontractors), except to the extent caused by the negligence or willful misconduct of any Owner indemnitees.

MISCELLANEOUS:

In the event that any term or provision of this Addendum Agreement conflicts with or is otherwise inconsistent with any term or provision in the Primary Contract or any prior written agreement entered into between the parties, the terms and provisions contained herein shall govern and control.

This Addendum Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. This Addendum Agreement, its terms and any claims arising therefrom, shall be interpreted and construed in accordance with the laws of the State of New York.

This Addendum Agreement may be executed via facsimile or email in any number of counterparts, all of which taken together shall constitute one and the same agreement. No waiver by a party of any breach by the other party of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

No modification or amendment of this Addendum Agreement shall be effective unless in writing and signed by both parties. If any term or provision of this Addendum Agreement shall to any extent be invalid or unenforceable, the remainder of this Addendum Agreement shall not be affected thereby and each provision of the Addendum Agreement shall be valid and enforceable to the fullest extent permitted by law.

COUNTY (Signature)

CONTRACTOR (Signature)

(Print name and title)

(Print name and title)

Date: _____

Date: _____

Additionally Insured Information Requirements:

New York State Homes and Community Renewal

38-40 State Street
Hampton Plaza, 4th Floor South
Albany, NY 12207

County of Genesee

15 Main Street
Batavia, NY 14020

New York State

1 State Street
New York, NY 10004

DRAFT

VENDOR CLASSIFICATION	A	B	C	D	E	F	G
	Construction & Maintenance	Purchase of Lease of Merchandise or Equipment	Professional Services	Property Leased to Others or Use of Facilities or Grounds	Concessionaire Services	Livery Services	All Purpose Public Entity Contracts
COMP. GENERAL LIABILITY	\$1,000,000 CSL \$2,000,000 Aggregate	\$1,000,000 CSL \$2,000,000 Aggregate	\$1,000,000 CSL \$2,000,000 Aggregate	\$1,000,000 CSL \$2,000,000 Aggregate	\$1,000,000 CSL \$2,000,000 Aggregate	\$1,000,000 CSL \$2,000,000 Aggregate	\$1,000,000 CSL \$2,000,000 Aggregate
- Prem & Ops.	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
-Prods. & Compl. Ops.	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
-Independent Contractor	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
-Contractual	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
-Broad Form Property Damage	INCLUDE	Comprehensive Form Not Required					
- X, C, U	INCLUDE	Comprehensive Form Not Required					
- Personal Injury		Comprehensive Form Not Required	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
AUTO LIABILITY	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
- Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
-Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess or Umbrella Liability	N/A	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Workers Comp. & Employers Liab	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
DISABILITY BENEFITS	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
PROFESSIONAL LIABILITY			\$1,000,000				
PROF/POLLUTION LIABILITY	N/A	\$1,000,000*	\$1,000,000*	\$1,000,000*	\$1,000,000*	\$1,000,000*	\$1,000,000*
CYBER LIABILITY	N/A	\$1,000,000*	\$1,000,000	\$1,000,000*	\$1,000,000*	\$1,000,000*	\$1,000,000*

* **Cybersecurity** coverage is required when vendor/contractor has access to the network, IT systems and/or data. The County Attorney may waive such requirement if vendor/contractor is able to demonstrate there is no liability.

Professional/Pollution Liability coverage is required of "Construction & Maintenance". The County Attorney may waive such requirement if other vendor classifications are able to demonstrate there is no Pollution Liability. County of Genesee to be named as additional insured. Must be listed on the ACORD. (Updated 2/2026)

ATTACHMENT D
GENESEE COUNTY (LPA) VACANT RENTAL PROGRAM
PROJECT PHOTO RELEASE FORM

A. Property/Business Photo Release

I, _____ (print name), give to the New York State Housing Trust Fund Corporation ("HTFC") and NYS Homes & Community Renewal, the unrestricted right to use, for any lawful purpose, any photographs taken of the property or business (circle one) listed below, which I own and/or for which I have the authority to grant such permission, and to use my name in connection therewith if it so chooses.

I release and discharge HTFC from any and all claims or causes of action arising from the use of such photographs, including, without limitation, claims for libel or invasion of privacy.

I am eighteen years of age or older. I have read this release and understand its contents. This release is binding upon me, my heirs, successors, and assigns.

Property Street Address _____

Business Name (if applicable) _____

Signature _____

Date _____

Project Name _____

Project Number _____

Complete Model Photo Release on Page 2 if a person appears in photo(s)

B. Model Photo Release

(to be completed if photograph(s) includes a person. A model release is required for each individual in photograph)

I, _____ (print subject's name), give to the New York State Housing Trust Fund Corporation ("HTFC") and NYS Homes & Community Renewal, the unrestricted right to use, for any lawful purpose, any photographs taken of me by the COUNTY of GENESEE and/or Designee, and to use my name in connection therewith if it so chooses.

Select One:

☐

I am eighteen years of age or older

☐

This release is for a minor under eighteen years of age (consent must be completed below)

Signature

Date

Consent (if applicable)

I am the parent or guardian of the minor named above and have the legal authority to execute this release, which I have read and fully understand. This release is binding upon me and my heirs.

Signature

Date

ATTACHMENT E
GENESEE COUNTY (LPA) VACANT RENTAL PROGRAM
LEAD BASED PAINT RISK ASSESSMENT

ADD ASSESSMENT HERE

ATTACHMENT F

GENESEE COUNTY (LPA) VACANT RENTAL PROGRAM CONTRACTOR'S BID AND/OR PROPOSAL

ADD BID/PROPOSAL HERE

ATTACHMENT G

NON-COLLUSIVE BIDDING & CONFLICT OF INTEREST CERTIFICATION

BY SUBMISSION OF THIS BID, BIDDERS AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

1. The prices of 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.
4. Neither the bidder, its employees, nor any affiliated firm providing the requested goods and services have any other actual or perceived conflict of interests. Any conflict of interest poses a substantial risk of materially and adversely compromising the bidder's ability to provide objective services in the best interest of the project. If applicable, the bidder shall disclose as part of its bid any prior or existing contractual relationships that may constitute a real of perceived conflict of interest.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE 1, 2, 3, 4 ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[BIDDERS AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,
this _____ day of _____, 20__ as the act and deed of said individual,
corporation or partnership.

Person Legally Responsible for Binding Bidder

Name _____ Title _____

Signature _____

Joint or combined bids must be certified on behalf of each owner

Legal name of person, firm or corporation

Legal name of person, firm or corporation

Person(s) Legally Responsible for Binding Owner

Name _____ Name _____

Title _____ Title _____

Business Address _____ Business Address _____

Bidder's Identifying Data

Bidder's Name _____

Business Address _____

Street

City

State

Zip

Telephone _____ Fax _____ E-mail _____

Federal id. Number _____

If Bidder is a Partnership complete the following:

Name of Partners or Principals

Business Address

If Bidder is a Corporation complete the following:

Name

Business Address

President

Secretary

Treasurer
