



**GOVERNOR'S OFFICE OF STORM RECOVERY**

Andrew M. Cuomo  
Governor

Seth Diamond  
Director

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Director



## **GOSR SUPPLEMENTARY CONDITIONS FOR CONTRACTS**

### **Pursuant to HTFC Demolition Agreement**

#### Instructions for Contractor

- (1) Pursuant to the Demolition Agreement, Contractor shall comply with the requirements of these Supplementary Conditions. For purposes of Contractor's compliance, references herein to the "Project Contract" shall be deemed to refer to the Demolition Agreement whether or not so stated. Terms defined in the Demolition Agreement shall have the same meanings in these Supplementary Conditions unless otherwise specified.
- (2) Pursuant to the Demolition Agreement, these Supplementary Conditions shall be incorporated into all Subcontracts and lower-tiered Subcontracts issued under the Demolition Agreement. Accordingly, Contractor shall:
  - a. Incorporate these Supplementary Conditions into all Subcontracts.
  - b. Require all Subcontractors to incorporate these Supplementary Conditions in all lower-tiered Subcontracts.
- (3) Contractor shall include this package of Supplementary Conditions as part of the bid package for all Subcontracts.
- (4) Upon selection of a Subcontractor, Contractor shall:
  - a. Fill in the Project Address, Contractor name and address, Subcontractor name and address, and Contract Number on the first page of the Introductory Statement.
  - b. Fill in Contractor name and Subcontractor name in the signature block on the second page of the Introductory Statement.
- (5) Upon execution of a project contract, Contractor and Subcontractor shall execute and date the Introductory Statement.
- (6) Contractor shall instruct all Subcontractors to follow these instructions for all lower-tiered Subcontracts.

**Governor’s Office of Storm Recovery  
Supplementary Conditions for Contracts**

**INTRODUCTORY STATEMENT**

“Project” or “Program”: [Insert Address]

“Contractor”: [Insert Name and Address]

“Subcontractor”: [Insert Name and Address]

Subcontract Number: [Insert]

Housing Trust Fund Corporation (“HTFC” or “Owner”), acting through the Governor’s Office of Storm Recovery (“GOSR”), has entered into a Demolition Agreement with Contractor for demolition of certain property or properties acquired by GOSR through the Acquisition and Buyout Programs outlined in the New York State Action Plan for the U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant Disaster Recovery (“CBCG-DR”) funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), though which Owner is undertaking programs in support of recovery, blight removal, disposition and redevelopment for those properties impacted by Superstorm Sandy, Hurricane Irene or Tropical Storm Lee.

Pursuant to the terms of the Demolition Agreement, Contractor must comply, and cause its subcontractors and their lower-tiered subcontractors to comply, with certain federal and state requirements as set forth in these GOSR Supplementary Conditions for Contracts (these “Supplementary Conditions”). Subject to the applicable requirements of the Demolition Agreement, Contractor will use its own form contracts and other project agreements for each Project. However, as a condition to receiving CDBG-DR funds for the Project, Contractor is required to include these Supplementary Conditions in each subcontract (each, a “Project Contract”) which it enters into for the applicable Project and to require all subcontractors to include these Supplementary Conditions in every subsequent lower-tiered subcontract so that such provisions are binding upon each subcontractor and lower-tiered subcontractor. Among other things, as set forth more specifically below, these Supplementary Conditions (a) include GOSR requirements which may not otherwise be included in the Project Contract; (b) define the order of precedence for the interpretation and enforcement of the various parts and provisions of the Project Contract (including these Supplementary Conditions); and (c) add certain other provisions which GOSR deems necessary or desirable for the orderly administration and enforcement of each Project Contract. For purposes of Subcontractor’s compliance with these Supplementary Conditions, references to Contractor in the following Parts shall be deemed to refer to Subcontractor, and references to Owner shall be deemed to refer to Contractor.

Accordingly, Contractor and Subcontractor have signed below to evidence their agreement to (a) incorporate into each Project Contract these Supplementary Conditions (which shall be deemed “Contract Documents” under the applicable Project Contract), (b) include these Supplementary Conditions in all subcontracts under the applicable Project Contract, and (c)