

## SINGLE FAMILY RESIDENTIAL Covid-19 Terms and Conditions

New York State Energy Research and Development Authority

Dear Participating Contractors,

Participating Contractors and Appliance Vendors (collectively NYSEDA contractors) must comply with all Executive Orders addressing the COVID-19 pandemic, and in all events, NYSEDA contractors are expected to continue to comply with all relevant State, federal and local rules.

Effective immediately, Contractors must comply with the attached "Additional COVID-19 Terms and Conditions for All NYSEDA Agreements" (Terms and Conditions). This attachment provides pertinent COVID-19 related guidance for all contractors participating in NYSEDA's NY Residential Existing Homes Programs and is now added as Appendix 1 in both the 2019-2020 NY Residential Existing Homes Program Contractor [Participation Agreement](#) and the EmPower New York Appliance [Vendor Agreement](#) for the period of July 1, 2019 - December 31, 2020. All NYSEDA contractors are also accountable for staying current with any updates to these requirements. COVID-19 related guidance and references can be found on NYSEDA's website at: <https://www.nyserda.ny.gov/ny/COVID-19-Response>, and is hereby deemed incorporated herein, as may be updated from time to time.

Effective immediately, all project incentive invoices must contain the following language:

By submitting the completion documents for this project, the contractor attests that all work was completed in compliance with COVID-19 requirements.

The EmPCalc invoice template will be updated and made available in the next few days. In the interim, you may cut and paste the language manually. Invoices without this language will be rejected.

Effective immediately, NYSEDA is further adding the following language as Section 8.17 in the 2019-2020 NY Residential Existing Homes Program Contractor Participation Agreement and Section 1.V in the EmPower New York Appliance Vendor Agreement for the period of July 1, 2019 - December 31, 2020:

- A. NYSEDA may at any time, by written Order to the Participating Contractor/Vendor, require the Participating Contractor/Vendor to stop all or any part of the Work called for by this Agreement for a period of up to ninety (90) days after the Stop Work Order is delivered to the

Participating Contractor/Vendor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this Section. Upon receipt of such an Order, the Participating Contractor/Vendor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Order during the period of work stoppage consistent with public health and safety. Within a period of ninety (90) days after a Stop Work Order is delivered to the Participating Contractor/Vendor, or within any extension of that period to which the parties shall have agreed, NYSERDA shall either:

1. by written notice to the Participating Contractor/Vendor, cancel the Stop Work Order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the Participating Contractor/Vendor, or
2. terminate the Work covered by such order

B. If a Stop Work Order issued under this section is cancelled or the period of the Order or any extension thereof expires, the Participating Contractor/Vendor shall resume Work. An equitable adjustment shall be made in the delivery schedule and or the fee, if any, and in any other provisions of the Agreement that may be affected, and the Agreement shall be modified in writing accordingly, if:

1. the Stop Work Order results in an increase in the time required for, or in the Participating Contractor/Vendor's cost properly allocable to, the performance of any part of this Agreement, and
2. the Participating Contractor/Vendor asserts a claim for such adjustments within 30 days after the end of the period of Work stoppage; provided that, if NYSERDA decides the facts justify such action, NYSERDA may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

If a Stop Work Order is not cancelled and the Work covered by such Order is terminated, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

Notwithstanding the provisions of this section, the maximum amount payable by NYSERDA to the Provider shall not be increased or deemed to be increased except by specific written amendment hereto.

All NYSERDA contractors are expected to immediately comply with the above Program updates. In the event a NYSERDA contractor feels they cannot comply with any of these Program updates, they must opt-out of the program in its

entirety by notifying Program staff via email at [hpwes@nyserda.ny.gov](mailto:hpwes@nyserda.ny.gov) no later than COB on Friday, June 5, 2020.

An update will be provided if/when there is a change to this guidance and as always, please reach out to NYSERDA with any questions or concerns.

Sincerely,

NYSERDA's Energy Affordability and Equity Team

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[COVID Terms and Conditions Addendum](#)

