

**RESOLUTION TO ENTER INTO A CONTRACT FOR
HEATING AND PLUMBING INSTALLATION**

A regular meeting of the Troy Community Land Bank Corporation (the “TCLB”) was convened pursuant to and was in all respects duly held pursuant to Governor’s Executive Order 202.1 (2020) permits the board to consider the use of telephone conferencing, “to the extent necessary to permit any public body to meet and take such actions authorized by the law without permitting in public in-person access to meetings and authorizing such meetings to be held remotely by conference call or similar service, provided that the public has the ability to view or listen to such proceeding and that such meetings are recorded and later transcribed; and due notice of the time and place of said meeting was duly given in accordance with the Governor’s Executive Order 202.1 (2020) on March 31, 2021 at 6:30 o’clock local time, local time.

The meeting was called to order by the Chair of TCLB and, upon roll being called, the following members of the Agency were:

PRESENT:

Heather King	Chair
Suzanne Spellen	Vice-Chair
Elbert Watson	Treasurer
Brian Barker	Secretary
Andrew Cooper	Member
Jeanette	Member
Nicholson John	Member
Cubit	Member
John Carmello	Member
Patricia Reilly	Member

**RESOLUTION TO ENTER INTO A CONTRACT FOR
HEATING AND PLUMBING INSTALLATION**

WHEREAS, TCLB issued a Request For Proposals for Heating and Plumbing Installation Services; and

WHEREAS, the Jeter Group, LLC responded to TCLB’s Request For Proposals for Heating and Plumbing Installation Services and the Staff and Board of Directors has reviewed said proposal, a copy of which is attached hereto; and

WHEREAS, the Jeter Group was the lowest responsible bidder; and

NOW, THEREFORE, BE IT RESOLVED by the Troy Community Land Bank Corporation that:

1. The Heating and Plumbing Installation Proposal with **THE JETER GROUP, LLC** is hereby awarded and approved; and
2. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Heather King	Chair	VOTING <u>YES</u>
Suzanne Spellen	Vice-Chair	VOTING <u>YES</u>
Elbert Watson	Treasurer	VOTING <u>ABSTAIN</u>
Brian Barker	Secretary	VOTING <u>YES</u>
Andrew Cooper	Member	VOTING <u>YES</u>
Jeanette Nicholson	Member	VOTING <u>ABSTAIN</u>
John Cubit	Member	VOTING <u>YES</u>
John Carmello	Member	VOTING <u>YES</u>
Patricia Reilly	Member	VOTING <u>YES</u>

The foregoing Resolution was thereupon declared duly adopted unanimously meeting the requirements of the Land Bank's bylaws requiring a majority of the Board approving this resolution.

STATE OF NEW YORK)
) SS.:
COUNTY OF RENSSELAER)

I, the undersigned Secretary of the TROY COMMUNITY LAND BANK CORPORATION DOES HEREBY CERTIFY, that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Land Bank, including the Resolution contained therein, held on March 31. 2021 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Land Bank had due notice of said meeting; (B) said meeting was in all respects duly held pursuant to Governor’s Executive Order 202.1 (2020) permits the board to consider the use of telephone conferencing, “to the extent necessary to permit any public body to meet and take such actions authorized by the law without permitting in public in-person access to meetings and authorizing such meetings to be held remotely by conference call or similar service, provided that the public has the ability to view or listen to such proceeding and that such meetings are recorded and later transcribed; and due notice of the time and place of said meeting was duly given in accordance with the Governor’s Executive Order 202.1 (2020); (D) there was a quorum of the members of the Land Bank present throughout said meeting; and (E) Pursuant to the Land Bank Bylaws, a majority of the Board has voted to approve this resolution.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Land Bank this 6th day of April, 2021.



Brian Barker, Secretary

(SEAL)

SCHEDULE A
PROPOSAL

**AGREEMENT
BETWEEN THE TROY COMMUNITY LAND BANK CORPORATION
AND THE JETER GROUP, LLC**

For Heating and Plumbing Services

THIS AGREEMENT is made by and between the Troy Community Land Bank Corporation, a charitable organization under the laws of the State of New York, acting by and through its Executive Director, with a principal office at 200 Broadway, Suite 701, Troy, New York 12180 (hereinafter, the “Land Bank”), and the Jeter Group, LLC., a Limited Liability corporation (LLC), with its principal office at 72 First Street, Albany, NY 12210, the (“Contractor”).

W I T N E S S E T H:

WHEREAS, the Land Bank has heretofore requested proposals for Heating and Plumbing Services (hereinafter, the “Services”) to be rendered for the 54 Fifth Avenue (hereinafter, the “Property”), said request having been issued and published by the Land Bank on March 2, 2021 (hereinafter called the “RFP”) requesting proposals to be submitted no later than March 16, 2021; and

WHEREAS, in response thereto, Contractor has submitted a proposal with estimates on or before March 16, 2021 to render the requested Services (hereinafter called the “Proposal”); and

WHEREAS, the Land Bank has accepted the Proposal of the Contractor to provide the aforesaid Services as the lowest responsible bidder who meet the terms of the RFP; and

WHEREAS, in furtherance thereof, the parties hereto desire to formalize their understanding and agreement regarding the provision of the aforementioned Services, and to execute a fully-integrated agreement with respect thereto;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I. THE CONTRACT DOCUMENTS: INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement; the RFP or RFQ, and the Land Bank Grantee Agreement between the Troy Community Land Bank and the Enterprise Community Partners, Inc., which are incorporated herein and made a part hereof in its entirety by reference; and the response to the RFP/RFQ, which is incorporated herein and made a part hereof in its entirety by reference (collectively called “the Agreement” hereinafter) and attached hereto as Schedule B.
- 1.2 In the event of any discrepancy, disagreement, or ambiguity among the documents which comprise this Agreement, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) this Agreement and Land Bank Grantee Agreement between the Troy Community Land Bank and the NYS Enterprise Community Partners, Inc; 2) the RFP or RFQ; 3) the response to the RFP/RFQ.

ARTICLE II. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

- 2.1 All work under this contract shall be done in strict accordance with all applicable Federal, State and Local regulations, standards and codes.
- 2.2 The work shall be performed as follows:
 - Install (2) Navien NHB80 High efficiency condensing heating boilers
 - Install (2) Navien NAVGFFM_MSOZUS manifold kits
 - Install hydronic finned tube baseboards for each boiler (Separate for each dwelling)
 - Install (2) A.O. Smith Signature 40-gallon short tank (model #E6-\$0R4SDV)
 - Install (2) washer water supply shutoffs (separate for each dwelling) Install (1) dryer venting for electric dryers
 - Install gas piping from each meter to respective boilers
 - This proposal also includes the disposal of all waste, the patching of all ceilings and concrete wall altered to complete task.
 - All work is guaranteed for 1 year.

ARTICLE III. COMPENSATION

- 3.1 In consideration of the terms and obligations of this Agreement, the Land Bank agrees to pay and the Contractor agrees to accept payment as follows:
 - Total cost \$18,000.00 (20% deposit, remaining balance due 30 days after completion of project)
- 3.2 The prices set forth in the Proposal shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE IV. PAYMENT

Payment shall be made to the Contractor by the Land Bank on a net thirty (30) basis upon the Contractor's submission of invoice(s), plus any supporting documentation, to Land Bank's principal office location, attention to: Anthony Tozzi, Executive Director. The invoice is subject to acceptance by the Land Bank. Payment shall be in the form of a bank check and will be mailed to the Contractor's principal office.

ARTICLE V. TERM OF THE AGREEMENT

The term of this Agreement shall commence upon contract execution by both parties and will continue in effect for a period of two months, unless terminated sooner as provided herein.

ARTICLE VI. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

- 6.1 This Agreement may be terminated by the Land Bank or the Contractor as follows:
- 6.1.1 The Land Bank may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to Land Bank-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the Land Bank may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the Land Bank may determine.
 - 6.1.2 The Contractor may terminate this Agreement if the Land Bank is substantially in breach of it.
- 6.2 In the event of a breach by the Contractor, the Contractor shall pay to the Land Bank all direct and consequential damages caused by such 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 own costs incurred in procuring a substitute Contractor.

ARTICLE VII. ADDITIONAL GROUNDS FOR CANCELLATION OF AGREEMENT BY THE LAND BANK; DISQUALIFICATION FOR FUTURE CONTRACTS WITH PUBLIC AUTHORITIES

- 7.1 Notwithstanding anything herein to the contrary, and to the extent permitted by law, this Agreement may be cancelled or terminated by the Land Bank without penalty or damages of any kind upon (1) refusal by an owner, shareholder, member, manager director or officer of the Legal Consultant, when called before a grand jury, head of state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to

testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, or (2) refusal of such person to sign a waiver of immunity against subsequent criminal prosecution, or (3) refusal of such person to answer any relevant question with respect to such transaction or contract.

7.2 Further, such person, and any firm, partnership, limited liability company or corporation of which such person is a shareholder, member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal.

7.3 In the event of cancellation or termination of this Agreement pursuant to this article, any monies owing by the Land Bank for services completed prior to the cancellation or termination shall be paid to the Contractor.

ARTICLE VIII. PROHIBITION OF CONTRACT ASSIGNMENT

8.1 The Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of its right, title or interest therein, to any other person or entity without the prior written consent of the Land Bank.

8.2 The Contractor shall not subcontract for any portion of the Services required under this Agreement without the prior written approval of the Land Bank. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the Land Bank may deem necessary or appropriate.

ARTICLE IX. COOPERATION

Contractor shall cooperate with the agents, representatives and employees of the Land Bank and the Land Bank shall cooperate with the agents, representatives and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

ARTICLE X. NON-DISCRIMINATION

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 agrees that neither it nor its Land Bank-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE XI. IRANIAN ENERGY SECTOR DIVESTMENT

Contractor hereby represents that Contractor is in compliance with New York State Public Authorities Law Section 2829-c entitled “Iranian Energy Sector Divestment.” By signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law. Specifically, the Contractor represents that it has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE XII. INDEPENDENT CONTRACTOR STATUS

Contractor is, and will function as, an independent Contractor under the terms of this Agreement, and shall not be considered an agent or employee of the Land Bank for any purpose. The agents, representatives and employees of the Contractor shall not in any manner be, or be held out to be, the agents, representatives or employees of the Land Bank.

ARTICLE XIII. INDEMNIFICATION

To the fullest extent permitted by applicable law, the Contractor shall indemnify, defend, and hold harmless the Land Bank, and its contractors, officers, directors, servants, agents, representatives, and employees (each, individually, an “Indemnified Party” and, collectively, the “Indemnified Parties”), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys’ fees and disbursements), causes of action, suits, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage and claims brought by third parties for personal injury and/or property damage (collectively, “Damages”) incurred by any Indemnified Party to the extent caused by (i) any breach of this Contract by the Contractor, its contractors, subcontractors, officers, directors, members, servants, agents, representatives, or employees, or (ii) the malfeasance, misfeasance, nonfeasance, negligence, unlawful act or omission, or intentional misconduct of the Contractor, its subcontractors, officers, directors, members, servants, agents, representatives, or employees, arising out of or in connection with this Contract or the Services to be performed hereunder. This paragraph shall survive the termination or expiration of this Contract.

ARTICLE XIV. INSURANCE COVERAGE

- 14.1 Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the Land Bank, insurance policies of the kinds and in the amounts provided in the Schedule "A" attached hereto and made a part hereof. The insurance policies shall name the Land Bank as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the Land Bank.
- 14.2 Contractor shall, prior to commencing any of the services outlined herein, furnish the Land Bank with Certificates of Insurance and corresponding policy endorsement showing that the requirements of this article have been met, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to the Land Bank. The Contractor shall also provide the Land Bank with updated Certificates of Insurance prior to the expiration of any previously-issued Contractor. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the Land Bank. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the Land Bank may declare this Agreement suspended, discontinued or terminated.
- 14.3 All insurance required shall be primary and non-contributing to any insurance maintained by the Land Bank. The Contractor shall ensure that any Land Bank-approved subcontractors hired also carries insurance with the same limits and provisions provided in this article and Schedule A. Each Land Bank-approved subcontractor shall furnish the Land Bank with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such contractor commencing any work.

ARTICLE XV. NON-COLLUSIVE BIDDING

By execution of this Agreement, Contractor warrants, under penalty of perjury, that to the best of knowledge and belief; the prices communicated to the Land Bank in establishing the costs of goods and services covered in this Agreement 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 contractor or with any competitor. Unless otherwise required by law, Contractor also warrants that the prices which have been quoted in its Proposal have not been knowingly disclosed by the Contractor prior to opening, directly or indirectly, to any other contractor or to any competitor. Contractor also warrants that no attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

ARTICLE XVI. NO WAIVER OF PERFORMANCE

Failure of the Land Bank to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not

constitute or be construed as a waiver or relinquishment of the Land Bank's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE XVII. ADDITIONAL WORK

If the Contractor is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Contractor shall promptly notify the Land Bank of that opinion and shall provide a cost estimate for said work. Contractor shall not perform any additional work without the written consent of the Land Bank.

The terms of this contract applies to any additional work that Contractor may undertake for the Land Bank. Any additional work shall be outlined in an attached addendum signed by both parties.

ARTICLE XVIII. LICENSES

The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

ARTICLE XIX. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

ARTICLE XX. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of the Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE XXI. NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

ARTICLE XXII. GOVERNING LAW AND LEGAL ACTION

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any action or proceeding relating to this Agreement will be brought in the

Supreme Court of the State of New York in the County of Rensselaer The parties consent to the jurisdiction of such court and agree that such court is a convenient forum.

ARTICLE XXIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein.

ARTICLE XXIV. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE XXV BOARD OF DIRECTORS APPROVAL

Contractor recognizes that the Land Bank is managed by a Board of Directors who meet monthly to approve certain actions of the Land Bank and its employees. Parties recognize that the Executive Director of the Land Bank is authorized by the Land Bank’s procurement policy to procure goods and services up to five thousand dollars (\$15,000), absent emergency circumstances, and contracts that are valued above that threshold are subject to board approval. By signing this Agreement, Contractor acknowledges the Land Bank’s right to modify, cancel, or terminate this contract immediately on September 20st, 2016, the date after the next meeting of the Board, if this Agreement is not approved by the majority of the board present at the meeting.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

TROY COMMUNITY LAND BANK CORPORATION

DATED: _____

BY: _____
Anthony Tozzi, Executive Director

The Jeter Group, LLC

DATED: _____

BY: _____
Derek Jeter
Managing Member

STATE OF NEW YORK)
COUNTY OF RENSSELAER) SS.:

On the ____ day of _____, 2020, before me, the undersigned, personally appeared **Anthony Tozzi, Executive Director** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF _____) SS.:

On the ____ day of _____, 2020, before me, the undersigned, personally appeared **Derek Jeter, Managing Member** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

SCHEDULE A

TROY COMMUNITY LAND BANK CORPORATION HOLD HARMLESS AGREEMENT

TROY COMMUNITY LAND BANK CORPORATION requires:

Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the Land Bank, insurance policies of the kinds and in the amounts provided below and in Schedule A of the Contract. The insurance policies shall name the Land Bank as the insured and Enterprise Community Partners, Inc., as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the Land Bank.

Contractor shall, prior to commencing any of the services outlined herein, furnish the Land Bank with Certificates of Insurance and corresponding policy endorsement showing that the requirements of this article have been met, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to the Land Bank. The Contractor shall also provide the Land Bank with updated Certificates of Insurance prior to the expiration of any previously-issued Contractor. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the Land Bank. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the Land Bank may declare this Agreement suspended, discontinued or terminated.

All insurance required shall be primary and non-contributing to any insurance maintained by the Land Bank. The Contractors policy may not contain any exclusion for NY Labor Law, injury to employees or injury to subcontractors. The Contractor shall ensure that any Land Bank-approved subcontractors hired also carries insurance with the same limits and provisions provided in this article and Schedule A. Each Land Bank-approved subcontractor shall furnish the Land Bank with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such contractor commencing any work.

INSURANCE REQUIREMENTS

The Contractor shall be required to provide for itself and maintain at its own cost and expense until the completion of the work the following forms of insurance:

- A. Commercial General Liability (ACORD 25 & ACORD 855) coverage with limits of liability not less than:
 - One Million Dollars (\$1,000,000.00) per occurrence

- Two Million Dollars (\$2,000,000.00) annual aggregate
- Two Million Dollars (\$2,000,000.00) products/completed operations aggregate.

- Deductible should be no more than \$5,000
- Must include a list of exclusions
- No warranties
- Endorsements must include:
 - Additional Insured including Premises operations and product/Completed Operations
 - Waiver of Subrogation
 - 30 days notice of cancellation
 -

The Troy Community Land Bank Corporation and Enterprise Community Partners, Inc. must be named as Additional insureds.

B. Comprehensive Automobile Liability coverage on owned, hired, leased, or non-owned autos with limits not less than:

- One Million (\$1,000,000) combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
- Endorsements must include:
 - Waiver of Subrogation
 - 30 days notice of cancellation

The Troy Community Land Bank Corporation and Enterprise Community Partners, Inc. must be named as Additional insureds.

C. Environmental Pollution Liability

- One Million (\$1,000,000) limit to new construction projects, rehabilitation, abatement, or demolition
 - Waiver of Subrogation
 - 30 days notice of cancellation

D. Workers' Compensation and Employers' Liability coverage in form and amounts required by law. Certificate of Insurance (ACORD 25) evidencing the insurance.

The Troy Community Land Bank Corporation and Enterprise Community Partners, Inc. must be named as Additional insureds.

For All Insurance Policies:

- Carrier must be rated “A-“ or higher in the AM Best Guide with a Financial Size Category of at least VI
- Policy must be current and not expired, and include all endorsements
- Named insureds must be the full legal names as follows:

Troy Community Land Bank Corporation
200 Broadway
Troy, New York 12180

Enterprise Community Partners, Inc.
1 Whitehall Street, 11th Floor
New York, New York 10064

The successful bidder shall furnish certificates of insurance to the Land Bank and corresponding policy endorsement setting forth the required coverage hereunder prior to commencing any work, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to the Land Bank. All insurance required shall be primary and non-contributing to any insurance maintained by the Land Bank. All required insurance policies shall provide a waiver of subrogation in favor of the Troy Community Land Bank Corporation. The Contractors policy may not contain any exclusion for NY Labor Law, injury to employees or injury to subcontractors. The successful bidder shall ensure that any subcontractors hired carry insurance with the same limits and provisions provided herein. The successful bidder agrees to cause each subcontractor to furnish the Land Bank with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such subcontractor commencing any work. In addition to the Certificate of insurance (Acord 25) the contractor must provide an (Accord 855) form to the Land Bank.

Note:

For the purposes of insurance certificates, "Contractor" refers to any entity that contracts with the Troy Community Land Bank Corporation.

On General Liability Insurance: Commercial General Liability insurance naming Enterprise Community Partners, Inc., as additional insured is required for all Grantees, as well as of any party responsible to complete the scope of work, directly or indirectly. By way of example, if the Grantee is reliant on one or more development partners to complete rehabilitation or construction work and the development partners in turn will be contracting with a general contractor, then both the development partners and the general contractor will be required to name Enterprise Community Partners, Inc., as additional insured on their Commercial General Liability insurance.

HOLD HARMLESS

The Contractor shall indemnify and save harmless the Troy Community Land Bank Corporation, the City of Troy, and the Enterprise Community Partners, Inc., and their Agents and Employees (hereinafter referred to as "Owner"), from and against all claims, damages, losses and expense (including but not limited to, attorneys' fees), arising out of, or resulting from, the performance of the work, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property caused by the negligent act or omission of Contractor or its Employees, Agents or Subcontractors.

The Jeter Group, LLC

DATED: _____

BY: _____
Derek Jeter, Managing Member

SCHEDULE B

1. RFP or RFQ;
2. the Land Bank Grantee Agreement between the Troy Community Land Bank and Enterprise Community Partners, Inc.
3. Response to RFP or RFQ.



The Jeter Group, LLC

Real Estate Property Management,
Rehabilitation, and Investment

3/16/2021

Proposal for Heating and Plumbing Installation

Prepared for: TROY COMMUNITY LANDBANK CORP
BROADWAY SUITE 701
TROY N.Y 12180

Service address: 54 5th AVENUE
TROY N.Y 12180

Prepared by: Derek Jeter
72 1st Street
Albany N.Y 12210

Proposal description:

Install (2) Navien NHB80 High efficiency condensing heating boilers
Install (2) Navien NAVGFFM_MSOZUS manifold kits
Install hydronic finned tube baseboards for each boiler (Separate for each dwelling)
Install (2) A.O. Smith Signature 40-gallon short tank (model #E6-\$0R45DV)
Install (2) washer water supply shutoffs (separate for each dwelling)
Install (1) dryer venting for electric dryers
Install gas piping from each meter to respective boilers
This proposal also includes the disposal of all waste, the patching of all ceilings and concrete wall altered to complete task .
All work is guaranteed for 1 year.

Total \$18000.00

20% deposit, remaining balance due 30 days after completion of project.



TROY COMMUNITY LAND BANK Corporation

Request for Proposals: Heating and Plumbing Installations

Location: 54 Fifth Avenue, Troy, NY 12180

RFP Contact: Anthony Tozzi, Executive Director

Email: director@troycommunitylandbank.org

Phone/Text: 518.461.2494

Address: 200 Broadway, Suite 701, Troy, NY 12180-0826

RFP Released on March 02, 2021

Site Walk Throughs:

Tuesday March 09, 2021 @ 10:00 am

AND/OR

Wednesday March 10, 2021 at 10:00 am

Bids Due Back: Tuesday March 16, 2021 @ 2:00 pm

Please note the following protocol regarding interest in and replying to this RFP:

- RFP bids must be **delivered by email** to: director@troycommunitylandbank.org. **Delivery in person or by mail will not be accepted to reduce potential covid**

transmission.

- When bids are submitted a reply email will be sent to acknowledge receipt within 24 hours of submittal. If an email reply is not received by a bidder, they should immediately phone or text Executive Director Anthony Tozzi at 518.461.2494.
- No submitted proposals will be opened until after when bids are due back.
- All questions should be emailed to:
director@troycommunitylandbank.org
- Prospective bidders should email at
director@troycommunitylandbank.org to acknowledge interest to bid, and to receive replies to all questions received.
- All acknowledged prospective bidders will receive notification of all questions received and all replies provided via blind email. The intent is to enable all prospective bidders with equal access to Q&A communications.
- All bidders must provide evidence that they are licensed to perform plumbing work in the City of Troy.
- All bidders must provide evidence of the legal entity it operates under within New York State (e.g., Corporation, LLC, etc.).
- All bidders must provide three reference where similar work has been completed within the previous twelve months, including contact name, email address, phone number, and the location where work was performed.

I. Description of the Project:

This project involves installing two primary hydronic heating systems, two water heaters, and two washer/dryer hook-ups at 54 Fifth Avenue, Troy, NY 12180. The building is a brick two-family structure that presently has no remaining equipment or distribution lines.

This building is presently not inhabited and is undergoing full renovation for use as two residences. The General Contractor is 'Social Enterprise and Training Center' (SEAT) which utilizes YouthBuild students. SEAT will not be involved in any of the work requested as part of this RFP, with the exception of work or the coordination of work noted to completed 'by others'. The selected contractor will need to communicate with SEAT to ensure there will be no conflicts of work being conducted by either party, so all work can proceed smoothly.

Bids shall be based on the purchase and installation of all equipment noted below or otherwise required to complete installations, unless otherwise noted.

THE PROJECT

This project involves installation of the following equipment/systems:

1. Supply and install two Navien Tankless Water Boilers, Model # NHB-80 High Efficiency Condensing Heating Boiler, for each of the two dwelling units. Installation shall be in accordance with the manufacturer's instructions and applicable building codes to complete installation and connections to hydronic baseboard heating elements, including but not limited to extension and

connection of gas supply and water lines. Electric supply line shall be installed by others prior to the start of installation.

2. Supply and install two Navien NHB Series Primary Manifold kits, NAVGFFM-MSOZUS-001, in conjunction with item 1., above.
3. Design, supply and install hydronic baseboard finned tub heaters and enclosures such that heating shall be separately run from each Tankless Water Boiler to each dwelling unit. Designs shall be at least in accordance with minimum building code requirements. Installation shall include all ancillary materials and other supplies not otherwise identified herein.
4. Supply and install two A.O. Smith Signature 40 gallon short tank model # E6-40R45DV (or approved equal), one for each dwelling unit. Installation shall be in accordance with the manufacturer's instructions and applicable building codes and shall include all ancillary components needed for complete installation, including extension of water and gas supply lines as needed. Electrical supply connection shall be provided by others in advance of the start of installation
5. Supply and install two washer water supply shutoff hook-ups for each dwelling unit, including single handle on/off ½ inch brass washing machine valve as per manufacturer's instructions and local code requirements. Installation shall include the extension of cold and hot water supply lines as required to complete installation. Installation shall not include hoses between the water supply hook-up and washer locations. Actual location shall be placed as generally determined by SEAT.
6. Supply and install one dryer venting hook-up to accommodate connection to two electric dryers that shall be ducted from the

general future location of dryers as determined by SEAT, through the rear wall of the building, vented to outdoor air. Each hook-up shall include a 6 inch plastic hood dryer vent cap connected to 6 inch aluminum duct that terminates so that two 4" flexible dryer vents can be attached (note electric dryer and flexible dryer vent will be purchased and installed by others). Work shall include breaking through the rear wall and patching, as necessary.

Ensure that all supply lines to each hydronic, water heater and washer-dryer unit are individually separated between each dwelling unit's supply lines, to appropriately ensure that utility billing is individually related to each dwelling.

All equipment, supplies, and related materials shall be 'new'.

Following the completion of all work, the contractor shall remove all debris from the premises resulting from installations.

The contractor shall be responsible for obtaining and paying for all necessary permits, inspections, or related fees.

All work shall be completed within thirty days of the execution of a contract agreement or when all work by others that is necessary to complete installation is completed.

Please note that the Troy Community Land Bank Corporation is exempt from sales tax and that prevailing wage rates **DO NOT APPLY**.

For the award of a contract, the contractor must be licensed by the City of Troy and provide a one year warranty on acceptable operation, parts, and labor. The contractor must be available to the Troy Community Land Bank or future property owner on a 24 hour emergency service basis to implement any work needed per warranty, during the warranty period, at no cost.

II. General Conditions:

Bidders shall visit the site. Bidders are responsible and are required to furnish a complete, energy efficient, functional and code compliant hydronic heating system, water heater installation, washer hook-up and dryer hook-up. The award of the bid will be based on submittal of the lowest responsible bid, and therefore not necessarily based just on cost alone but rather the completeness of the contractor's proposal, schedule of work and overall approach to the job, as determined by the Troy Community Land Bank Board of Directors. The Troy Community Land Bank reserves the right to reject any and all bids or

The contractor shall guarantee his bid price for 60 days after the submission of the bid.

III. Insurance:

The successful bidder (contractor) selected for this project shall be required to provide the following insurance:

CERTIFICATE OF INSURANCE

The successful bidder (contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the Land Bank, insurance policies of the kinds and in the amounts

provided in the Schedule "A" attached hereto and made a part hereof. The insurance policies shall name the Land Bank as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the Land Bank.

Contractor shall, prior to commencing any of the services outlined herein, furnish the Land Bank with Certificates of Insurance and corresponding policy endorsement showing that the requirements of this article have been met, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to the Land Bank. The Contractor shall also provide the Land Bank with updated Certificates of Insurance prior to the expiration of any previously-issued Contractor. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the Land Bank.

Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the Land Bank may declare this Agreement suspended, discontinued or terminated.

All insurance required shall be primary and non-contributing to any insurance maintained by the Land Bank. The Contractor shall ensure that any Land Bank-approved subcontractors hired also carries insurance with the same limits and provisions provided in this article and Schedule A. Each

Land Bank-approved subcontractor shall furnish the Land Bank with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such contractor commencing any work.

The successful bidder shall attach his Certificates of Insurance in a form acceptable to the Troy Community Land Bank Corporation prior to the execution of a contract. The Corporation Counsel shall provide the Contractor with the required coverage and limits (see Appendix A):

IV. Training:

After completion of the work, the contractor shall schedule a training session for Land Bank and SEAT personnel. The training shall cover the proper operation, maintenance and control of all equipment and appurtenances and shall be conducted by the contractor / installer. The contractor shall furnish a complete set of installation and instruction manuals for each component that is supplied, designed and/or installed that includes operating instructions, wiring diagrams,

plumbing diagrams and recommended regular maintenance requirements.

V. Payment:

The contractor may request an initial down payment of 20% with a balance due 30 days after completion of the project.

VI. Bid Submittal:

Total contractor cost to supply, design and install (unless otherwise noted) the six components identified as ‘The Project’ above at a bid amount of: \$ _____

Name: _____

Phone _____ Email: _____

Address: _____

Signature : _____

Date: _____

APPENDIX A – ADDITIONAL REQUIREMENTS

ARTICLE I. NON-DISCRIMINATION

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 agrees that neither it nor its Land Bank-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE II. IRANIAN ENERGY SECTOR DIVESTMENT

Contractor hereby represents that Contractor is in compliance with New York State Public Authorities Law Section 2829-c entitled “Iranian Energy Sector Divestment.” By signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law. Specifically, the Contractor represents that it has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE III. INDEPENDENT CONTRACTOR STATUS

Contractor is, and will function as, an independent Contractor under the terms of this Agreement, and shall not be considered an agent or employee of the Land Bank for any purpose. The agents, representatives and employees of the Contractor shall not in any manner be, or be held out to be, the agents, representatives or employees of the Land Bank.

ARTICLE IV. INDEMNIFICATION

To the fullest extent permitted by applicable law, the Contractor shall indemnify, defend, and hold harmless the Land Bank, and its contractors, officers, directors, servants,

agents, representatives, and employees (each, individually, an “Indemnified Party” and, collectively, the “Indemnified Parties”), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage and claims brought by third parties for personal injury and/or property damage (collectively, “Damages”) incurred by any Indemnified Party to the extent caused by (i) any breach of this Contract by the Contractor, its contractors, subcontractors, officers, directors, members, servants, agents, representatives, or employees, or (ii) the malfeasance, misfeasance, nonfeasance, negligence, unlawful act or omission, or intentional misconduct of the Contractor, its subcontractors, officers, directors, members, servants, agents, representatives, or employees, arising out of or in connection with this Contract or the Services to be performed hereunder. This paragraph shall survive the termination or expiration of this Contract.

ARTICLE V. INSURANCE COVERAGE

INSURANCE REQUIREMENTS

The Contractor shall be required to provide for itself and maintain at its own cost and expense until the completion of the work the following forms of insurance:

- A. **Commercial General Liability** (ACORD 25 & ACORD 855) coverage with limits of liability not less than:
- One Million Dollars (\$1,000,000.00) per occurrence
 - Two Million Dollars (\$2,000,000.00) annual aggregate
 - Two Million Dollars (\$2,000,000.00) products/completed operations aggregate.

 - Deductible should be no more than \$5,000
 - Must include a list of exclusions
 - No warranties
 - Endorsements must include:
 - Additional Insured including Premises operations and product/Completed Operations
 - Waiver of Subrogation
 - 30 days notice of cancellation

The Troy Community Land Bank Corporation and Enterprise Community Partners, Inc. must be named as Additional insureds.

B. Comprehensive Automobile Liability coverage on owned, hired, leased, or non-owned autos with limits not less than:

- One Million (\$1,000,000) combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
- Endorsements must include:
 - Waiver of Subrogation
 - 30 days notice of cancellation

The Troy Community Land Bank Corporation and Enterprise Community Partners, Inc. must be named as Additional insureds.

C. Environmental Pollution Liability

- One Million (\$1,000,000) limit to new construction projects, rehabilitation, abatement, or demolition
 - Waiver of Subrogation
 - 30 days notice of cancellation

D. Workers' Compensation and Employers' Liability coverage in form and amounts required by law. Certificate of Insurance (ACORD 25) evidencing the insurance.

The Troy Community Land Bank Corporation and Enterprise Community Partners, Inc. must be named as Additional insureds.

For All Insurance Policies:

- Carrier must be rated "A-" or higher in the AM Best Guide with a Financial Size Category of at least VI
- Policy must be current and not expired, and include all endorsements
- Named insureds must be the full legal names as follows:

Troy Community Land Bank Corporation
Suite 701
200 Broadway
Troy, New York 12180

Enterprise Community Partners, Inc.
1 Whitehall Street, 11th Floor
New York, New York 10064

The successful bidder shall furnish certificates of insurance to the Land Bank and corresponding policy endorsement setting forth the required coverage hereunder prior to commencing any work, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to the Land Bank. All insurance required shall be primary and non-contributing to any insurance maintained by the Land Bank. All required insurance policies shall provide a waiver of subrogation in favor of the Troy Community Land Bank Corporation. The Contractors policy may not contain any exclusion for NY Labor Law, injury to employees or injury to subcontractors. The successful bidder shall ensure that any subcontractors hired carry insurance with the same limits and provisions provided herein. The successful bidder agrees to cause each subcontractor to furnish the Land Bank with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such subcontractor commencing any work. In addition to the Certificate of insurance (Acord 25) the contractor must provide an (Accord 855) form to the Land Bank.

Note:

For the purposes of insurance certificates, "Contractor" refers to any entity that contracts with Grantee.

On General Liability Insurance: Commercial General Liability insurance naming Enterprise as additional insured is required for all Grantees, as well as of any party responsible to complete the scope of work, directly or indirectly. By way of example, if the Grantee is reliant on one or more development partners to complete rehabilitation or construction work and the development partners in turn will be contracting with a general contractor, then both the development partners and the general contractor will be required to name Enterprise as additional insured on their Commercial General Liability insurance.

ARTICLE VI. NON-COLLUSIVE BIDDING

By execution of this Agreement, Contractor warrants, under penalty of perjury, that to the best of knowledge and belief; the prices communicated to the Land Bank in establishing the costs of goods and services covered in this Agreement 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 contractor or with any competitor. Unless otherwise required by law, Contractor also warrants that the prices which have been quoted in its Proposal have not been knowingly disclosed by the Contractor prior to opening, directly or indirectly, to any other contractor or to any competitor. Contractor also warrants that no attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

ARTICLE VII. NO WAIVER OF PERFORMANCE

Failure of the Land Bank to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the Land Bank's right

thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE VIII. ADDITIONAL WORK

If the Contractor is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Contractor shall promptly notify the and Bank of that opinion and shall provide a cost estimate for said work. Contractor shall not perform any additional work without the written consent of the Land Bank.

The terms of this contract applies to any additional work that Contractor may undertake for the Land Bank. Any additional work shall be outlined in an attached addendum signed by both parties.

ARTICLE IX. LICENSES

The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

ARTICLE X. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

ARTICLE XI. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of the Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE XII. NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

ARTICLE XIII. GOVERNING LAW AND LEGAL ACTION

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any action or proceeding relating to this Agreement will be brought in the Supreme Court of the State of New York in the County of Rensselaer. The parties consent to the jurisdiction of such court and agree that such court is a convenient forum.

ARTICLE XIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein.

ARTICLE XV. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE XVI BOARD OF DIRECTORS APPROVAL

Contractor recognizes that the Land Bank is managed by a Board of Directors who meet monthly to approve certain actions of the Land Bank and its employees. Parties recognize that the Executive Director of the Land Bank is authorized by the Land Bank's procurement policy to procure goods and services up to five thousand dollars (\$15,000), absent emergency circumstances, and contracts that are valued above that threshold are subject to board approval. By signing this Agreement, Contractor acknowledges the Land Bank's right to modify, cancel, or terminate this contract immediately on September 20th, 2016, the date after the next meeting of the Board, if this Agreement is not approved by the majority of the board present at the meeting.