

**RESOLUTION TO ENTER INTO A CONTRACT FOR**

**DECK CONSTRUCTION SERVICES MA SCHAFFER CONSTRUCTION 3229 6<sup>TH</sup> AVE**

A regular meeting of the Troy Community Land Bank Corporation (the "TCLB") was convened in public session at City Hall, 433 River Street, fifth floor, Troy, New York 12180 in the City of Troy, Rensselaer County, New York on DECEMBER 18<sup>th</sup>, 2024 at 8:30 a.m. o'clock local time.

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

**PRESENT:**

Jamie Magur	Chair	<u>P</u>
Suzanne Spellen	Vice-Chair	<u>P</u>
Monica Kurzejeski	Treasurer	<u>P</u>
Brian Barker	Secretary	<u>P</u>
Bob Connolly	Member	<u>A</u>
Andrew Cooper	Member	<u>P</u>
Seamus Donnelly	Member	<u>A</u>
Brian Sano	Member	<u>A</u>
Tamara DeMartino	Member	<u>P</u>

**RESOLUTION TO ENTER INTO A CONTRACT FOR DECK CONSTRUCTION SERVICES**

**WHEREAS**, TCLB issued a Request For Proposals for DECK CONSTRUCTION Services on NOVEMBER 18, 2024, with a response required by DECEMBER 11TH, 2024; and

**WHEREAS, MA SCHAFFER CONSTRUCTION** (hereinafter "MA") responded to TCLB's Request For Proposals for DECK CONSTRUCTION SERVICES and the Staff and Board of Directors has reviewed said proposal, a copy of which is attached hereto; and

**WHEREAS**, MA submitted a response to TCLB's Request For proposals and is the lowest responsible bidder; and

**NOW, THEREFORE, BE IT RESOLVED** by the Troy Community Land Bank Corporation that: 1. The DECK CONSTRUCTION Proposal from MA is hereby awarded; and

2. The Contract attached hereto as Schedule A between TCLB and MA for DECK CONSTRUCTION Services is hereby approved; and

3. The Executive Director, Chairman and General Counsel shall have the authority to execute any and all documents to effectuate the Contract; and

4. 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:

Jamie Magur	Chair	Voting <u>Y</u>
Suzanne Spellen	Vice-Chair	Voting <u>Y</u>
Monica Kurzejeski	Treasurer	Voting <u>Y</u>
Brian Barker	Secretary	Voting <u>Y</u>
Bob Connolly	Member	Voting <u>~</u>
Andrew Cooper	Member	Voting <u>Y</u>
Seamus Donnelly	Member	Voting <u>—</u>
Brian Sano	Member	Voting <u>—</u>
Tamara DeMartino	Member	Voting <u>Y</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.

) 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 November 12, 2024 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; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meeting Law; (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 12<sup>th</sup> day of December, 2024.



Brian Barker, Secretary (SEAL)

SCHEDULE A

CONTRACT

**AGREEMENT BETWEEN THE TROY COMMUNITY LAND BANK CORPORATION AND MA  
SHAFFER CONSTRUCTION**

**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 415 River St, Suite 101, Troy, New York 12180 (hereinafter, the "Land Bank"), and **MA SHAFER CONSTRUCTION** with its principal office address of 4928 WESTERN TURNPIKE, ALTAMONT 12009, the ("Contractor").

**WITNESSETH:**

**WHEREAS**, the Land Bank has heretofore requested proposals for **DECK CONSTRUCTION SERVICES** (hereinafter, the "Services") to be rendered for its Land Bank Initiative Phase 2 Grant Application involving the following properties:

1. **3229 6<sup>TH</sup> AVE TROY NY 12180**

(hereinafter, the "Property"), said request having been issued and published by the Land Bank on **NOVEMBER 18, 2024** (hereinafter called the "RFP") requesting proposals to be submitted no later than **DECEMBER 11, 2024**; and

**WHEREAS**, in response thereto, Contractor has submitted a proposal with estimates on or before **DECEMBER 11, 2024** 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; the RFI response 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 A.
- 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) the RFP or RFQ; 2) the RFI response 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 outlined in Schedule A attached (Response to RFP).

**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 set forth in Schedule A attached (Response to RFP).
- 3.2 The prices set forth in the Response to RFP 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: Brad Lewis, 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 the provisions of this Agreement. 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 substantially breaches the terms thereof, provided however, that Contractor shall provide the Land Bank written notice of any alleged Breach and Land Bank shall have a period of seven (7) days to cure any such Breach. In the event Land Bank cures any alleged breach of this Agreement within the cure period as set forth above, this Agreement shall remain in full force and effect.
- 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 Contractor, 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 "B" 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 B. 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 apply 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 party's 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.

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

**TROY COMMUNITY LAND BANK CORPORATION**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Brad Lewis, Executive Director

**MA SCHAFFER CONSTRUCTION**

DATED: \_\_\_\_\_

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

STATE OF NEW YORK )

COUNTY OF RENSSELAER) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, personally appeared **Brad Lewis**, 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 \_\_\_\_\_, 2024, before me, the undersigned, personally appeared \_\_\_\_\_ 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**

1. RFP or RFQ;
2. RFI Response
3. Response to RFP or RFQ.

## **SCHEDULE B**

### **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 Troy Community Land Bank as the 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's 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:
    - o Additional Insured including Premises operations and product/Completed Operations
    - o Waiver of Subrogation
    - o 30-day notice of cancellation

The Troy Community Land Bank Corporation 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:

- o Waiver of Subrogation
- o 30-day notice of cancellation

The Troy Community Land Bank Corporation must be named as Additional insureds.

C. Environmental Pollution Liability

- One Million (\$1,000,000) limit to new construction projects, rehabilitation, abatement, or demolition

- o Waiver of Subrogation
- o 30-day 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 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

415 River Street

Troy, New York 12180

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 Troy Community Land Bank 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 Troy Community Land Bank, 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 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.

**MA SCHAFER CONSTRUCTION**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

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

## **NON-COLLUSIVE AFFIDAVIT**

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and,

3. No attempt has been made, or will be made, by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder<sup>4</sup> cannot make the foregoing certifying, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or



official thereof to which the bid is made or his designee, determined that such disclosure was not made for the purpose of restricting competition.

- C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers or proposed or pending publication of new or revised price lists for such items (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A) (1).
- D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: \_\_\_\_\_

Signed by: \_\_\_\_\_

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

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

**RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY  
CORPORATION AND EXECUTION OF NON-COLLUSION  
CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE**

Resolves that \_\_\_\_\_ be authorized to sign and submit the bid or proposal of this corporation for \_\_\_\_\_, New York, \_\_\_\_\_ County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity as the act and deed of such corporation, and for any inaccuracies or misstatement in such certificate this corporate bidder shall be liable under penalties of perjury. The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_ at a meeting of its board of directors held on the \_\_\_\_ day of \_\_\_\_\_, 2024.

(SEAL OF THE CORPORATION)

\_\_\_\_\_

Signature of Secretary