

TROY COMMUNITY LAND BANK CORPORATION

Board of Directors Meeting

8:30 AM Wednesday February 12, 2020

433 River Street, 5th Floor

Troy, NY 12180

AGENDA

- I.** Call to Order
 - a. Roll Call
- II.** Adopt January 2020 Meeting Minutes
- III.** Finance Committee Report
 - a. Financial Reports
 - b. Authorization for the Executive Director to Open Credit Accounts for the purchase of materials and equipment
- IV.** Acquisition and Disposition Committee Report
 - a. New applications
 - b. Old applications
 - c. Other
- V.** Resolution to approve a co-development agreement with SEAT Center Inc. For 54 Fifth
- VI.** Resolution to award and approve a contract for Renovation of 3240 Sixth Avenue
- VII.** Resolution to award and approve a contract for Renovation of 11 Winnie Avenue
- VIII.** Resolution to award and approve a contract for stabilization of 3229 Sixth Avenue
- IX.** New Business
- X.** Adjournment



Troy Community Land Bank Board Meeting

Date: January 15, 2020

Location: TCLB Office 200 Broadway, Suite 701, Troy, NY 12180

Time: 8:30am

Present: Heather King, Chair; Suzanne Spellen, Vice Chair; Jeanette Nicholson, Director; John Carmello, Director; John Cubit, Director; Sharon Nichols, Treasurer; Brian Barker, Secretary; Andrew Cooper, Director; Kate Hedgeman, Counsel and ex officio Member; Tony Tozzi, Board Staff; and Greg Tobin, Coldwell Banker Prime.

Roll Call

- Chair King called the meeting to order at 8:32 am
- Chair King called the roll and declared that a quorum was assembled

Resolution to Adopt 12/18/19 Minutes

- Motion to discuss the resolution was made by Director Nicholson; Vice Chair Spellen seconded; and was unanimously passed;

Discuss and Approve Annual Housekeeping Resolution

- Attorney Hedgeman explained the annual resolution as a reaffirmation of all Directors, committees, TCLB accounting firm, legal counsel, and staff roles, to all present Directors;
 - Lists all committees and Directors serving on each committee;
 - Reaffirms existing TCLB policies; and
 - Pursuant to NYS Procurement and Public Authorities Law, TCLB needs to designate a procurement officer and a Freedom of Information Officer;
 - Executive Director/Board Staff Tozzi will act as the TCLB's Procurement Officer and the TCLB's Freedom of Information officer;
 - Once the governance Committee has been properly established, Attorney Hedgeman suggests that all existing TCLB policies and procedures be reviewed;
 - Finance Committee needs to establish Procurement Policy (access, limitations, etc.) to adopt;
- TCLB Directors unanimously approved Finance Committee as a three (3) member committee;
- TCLB Directors unanimously approved that Audit and Governance Committee combine and operate as a three (3) member: Director King, Director Cubit and Director Cooper;
- Housekeeping Resolution unanimously approved with committee changes as a condition.

Review Finance Committee Report

- Treasurer Nichols provided Draft 2019 Financial Statements for Directors review;
 - Highlights for 2019 Financial Year-in-Review include:
 - TCLB currently has a positive cash flow in the bank account;

- Pioneer Construction Loan closing is tentatively scheduled for mid-February 2020;
 - Timing for the property project completion and sale, tied to the Pioneer Construction Loan, was discussed by all present;
- Executive Director Tozzi provided an email response to ECP indicating that a delay of funding would adversely impact all TCLB projects;
- Executive Director Tozzi is working on providing ECP with Round 4 budget; waiting on ECP/Tanya response for approximate numbers for budget;
- Attorney Hedgeman and Directors discussed a celebration upon the construction completion of 791 River St.;
- Other potential upcoming property sales (103 Ferry St. and 24 McClellan St.) were discussed.
- Treasurer Nichols reviewed the 2019 to 2018 Profit and Loss statements indicating a significant improvement in 2019;
- Financial Audit has been scheduled for the first week in February 2020;
- Significant progress related to compliance and reporting has been, and continues to be made;
- Add credit card/internal controls procedure(s) to review for Resolution at next meeting.

Acquisition and Disposition Committee Meeting Review

- Summarized the property located at 1 Van Every that had been proposed as a donation to TCLB that, ultimately, was transferred to another organization;
- TITLE King? Reviewed the status of the Media Alliance project involving TCLB properties;
 - Attorney Hedgeman is drafting an enforcement notice for the project extension request;
 - A&D Committee feels confident in the Media Alliance project progress and plans.
- Director Barker was not present to update committee about the RPI/TCLB/Habitat project.

Adjourn Meeting

- Motion to adjourn meeting made by Treasurer Nichols, seconded by Director Nicholson, meeting adjourned at 9:11 am.

Action Items

- Draft Internal controls/Credit Policy for Finance Committee and Board of Directors review and resolution.

Troy Community Land Bank

BALANCE SHEET

As of January 31, 2020

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10000 Checking - Payroll 0593	5,745.33
10010 Checking - General 0429	14,579.55
10021 OAG Funding- Round 3 - 1088	165,450.61
10055 Reserves - MMMkt 0544	36,131.27
Total Bank Accounts	\$221,906.76
Other Current Assets	
13000 Prepaid Insurance	4,288.00
13001 Prepaid Expenses	315.00
14000 Property Inventory	
14012 3036 7th Avenue	12,500.00
14013 3032 7th Avenue	1,185.04
14014 899 River Street	12,500.00
14015 3240 6th Ave	2,667.40
14018 810 River St	2,749.40
14020 791 River St	111,500.00
14021 102 W Glen Ave	3,571.00
14025 806 River Street	3,542.48
14031 790 River Street	1,000.00
14036 9 Park Ave	5,555.00
14039 812 River Street	1,292.95
14049 879 River Street	3,174.00
14050 11 Winnie Ave	4,161.60
14051 881 River Street	725.00
14052 140 President Street	725.00
14053 3154 6th Ave	768.20
14055 3325 Sixth Avenue	25,000.00
14056 54 Fifth Ave	46,861.00
14057 3229 Sixth Ave	37,500.00
14058 7 Park Ave	3,500.00
14059 103 Ferry St	87,936.60
14060 24 McClelland Ave	86,628.00
Total 14000 Property Inventory	455,042.67
Total Other Current Assets	\$459,645.67
Total Current Assets	\$681,552.43
Fixed Assets	
15100 Computers	2,075.00
17000 Accumulated Depreciation	-1,340.53
Total Fixed Assets	\$734.47
TOTAL ASSETS	\$682,286.90
LIABILITIES AND EQUITY	

	TOTAL
Liabilities	
Current Liabilities	
Other Current Liabilities	
22000 Accrued Expenses	7,800.00
23000 Deferred Revenue	0.00
23001 OAG Round 3	108,726.20
Total 23000 Deferred Revenue	108,726.20
Total Other Current Liabilities	\$116,526.20
Total Current Liabilities	\$116,526.20
Total Liabilities	\$116,526.20
Equity	
31000 Unrestricted Net Assets	578,382.29
Net Income	-12,621.59
Total Equity	\$565,760.70
TOTAL LIABILITIES AND EQUITY	\$682,286.90

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Troy Community Land Bank

PROFIT AND LOSS COMPARISON

January 2020

	TOTAL			
	JAN 2020	JAN 2019 (PY)	CHANGE	% CHANGE
Income				
40000 State Grants				
40010 Attorney General Grant		94,299.61	-94,299.61	-100.00 %
Total 40000 State Grants		94,299.61	-94,299.61	-100.00 %
40500 Investment/Interest Income	34.73	41.12	-6.39	-15.54 %
Total Income	\$34.73	\$94,340.73	\$ -94,306.00	-99.96 %
Cost of Goods Sold				
54000 Professional Project Svcs				
54100 Property Maintenance		2,476.32	-2,476.32	-100.00 %
Total 54000 Professional Project Svcs		2,476.32	-2,476.32	-100.00 %
55000 Property Utilities	144.33		144.33	
Total Cost of Goods Sold	\$144.33	\$2,476.32	\$ -2,331.99	-94.17 %
GROSS PROFIT	\$ -109.60	\$91,864.41	\$ -91,974.01	-100.12 %
Expenses				
65000 Depreciation	34.58	34.58	0.00	0.00 %
66000 Dues and Subscriptions		2,000.00	-2,000.00	-100.00 %
67000 Employee Benefits				
67300 Work Comp	41.67	44.67	-3.00	-6.72 %
Total 67000 Employee Benefits	41.67	44.67	-3.00	-6.72 %
69000 Insurance Expense				
69100 Commercial General	2,494.63	2,085.98	408.65	19.59 %
69200 Commercial Umbrella	839.83	793.42	46.41	5.85 %
69300 Crime	41.17	41.17	0.00	0.00 %
69400 D&O Insurance	183.50	183.50	0.00	0.00 %
69500 Excess Liability	63.17	63.17	0.00	0.00 %
69600 Property Insurance	44.03	229.14	-185.11	-80.78 %
Total 69000 Insurance Expense	3,666.33	3,396.38	269.95	7.95 %
71000 Internet/Web Expense	800.00	70.90	729.10	1,028.35 %
74000 Office Expenses				
74100 Office Supplies		213.30	-213.30	-100.00 %
74500 Space Rent	270.00	270.00	0.00	0.00 %
Total 74000 Office Expenses	270.00	483.30	-213.30	-44.13 %
76000 Payroll Expenses				
76100 FICA/Medicare Expense	353.54	441.36	-87.82	-19.90 %
76150 NYS Unemployment Insurance	95.19	51.92	43.27	83.34 %
76160 Federal Unemployment		24.69	-24.69	-100.00 %
76200 Disability Insurance Expense	-26.97	-3.69	-23.28	-630.89 %
76300 Health Insurance	1,691.74	773.05	918.69	118.84 %
Total 76000 Payroll Expenses	2,113.50	1,287.33	826.17	64.18 %
78000 Professional Services				
78100 Accounting		1,400.00	-1,400.00	-100.00 %

	TOTAL			
	JAN 2020	JAN 2019 (PY)	CHANGE	% CHANGE
78200 Attorney		1,483.50	-1,483.50	-100.00 %
78600 Payroll Processing	457.70	367.48	90.22	24.55 %
Total 78000 Professional Services	457.70	3,250.98	-2,793.28	-85.92 %
80000 Salaries				
80150 Tozzi, Anthony	5,128.21	5,769.24	-641.03	-11.11 %
Total 80000 Salaries	5,128.21	5,769.24	-641.03	-11.11 %
82000 Telephone		17.01	-17.01	-100.00 %
Total Expenses	\$12,511.99	\$16,354.39	\$ -3,842.40	-23.49 %
NET OPERATING INCOME	\$ -12,621.59	\$75,510.02	\$ -88,131.61	-116.72 %
NET INCOME	\$ -12,621.59	\$75,510.02	\$ -88,131.61	-116.72 %

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Troy Community Land Bank

PROFIT AND LOSS BY CLASS

January 2020

	LAND BANK	TOTAL
Income		
40500 Investment/Interest Income	34.73	\$34.73
Total Income	\$34.73	\$34.73
Cost of Goods Sold		
55000 Property Utilities	144.33	\$144.33
Total Cost of Goods Sold	\$144.33	\$144.33
GROSS PROFIT	\$ -109.60	\$ -109.60
Expenses		
65000 Depreciation	34.58	\$34.58
67000 Employee Benefits		\$0.00
67300 Work Comp	41.67	\$41.67
Total 67000 Employee Benefits	41.67	\$41.67
69000 Insurance Expense		\$0.00
69100 Commercial General	2,494.63	\$2,494.63
69200 Commercial Umbrella	839.83	\$839.83
69300 Crime	41.17	\$41.17
69400 D&O Insurance	183.50	\$183.50
69500 Excess Liability	63.17	\$63.17
69600 Property Insurance	44.03	\$44.03
Total 69000 Insurance Expense	3,666.33	\$3,666.33
71000 Internet/Web Expense	800.00	\$800.00
74000 Office Expenses		\$0.00
74500 Space Rent	270.00	\$270.00
Total 74000 Office Expenses	270.00	\$270.00
76000 Payroll Expenses		\$0.00
76100 FICA/Medicare Expense	353.54	\$353.54
76150 NYS Unemployment Insurance	95.19	\$95.19
76200 Disability Insurance Expense	-26.97	\$ -26.97
76300 Health Insurance	1,691.74	\$1,691.74
Total 76000 Payroll Expenses	2,113.50	\$2,113.50
78000 Professional Services		\$0.00
78600 Payroll Processing	457.70	\$457.70
Total 78000 Professional Services	457.70	\$457.70
80000 Salaries		\$0.00
80150 Tozzi, Anthony	5,128.21	\$5,128.21
Total 80000 Salaries	5,128.21	\$5,128.21
Total Expenses	\$12,511.99	\$12,511.99
NET OPERATING INCOME	\$ -12,621.59	\$ -12,621.59
NET INCOME	\$ -12,621.59	\$ -12,621.59

Troy Community Land Bank

STATEMENT OF CASH FLOWS

January 2020

	TOTAL
OPERATING ACTIVITIES	
Net Income	-12,621.59
Adjustments to reconcile Net Income to Net Cash provided by operations:	
13000 Prepaid Insurance	5,116.74
13001 Prepaid Expenses	-270.00
14015 Property Inventory:3240 6th Ave	-1,558.00
14020 Property Inventory:791 River St	-1,500.00
14050 Property Inventory:11 Winnie Ave	-3,075.00
20000 Accounts Payable	-16,600.80
22000 Accrued Expenses	-7,926.40
22100 Accrued Expenses:Accrued Payroll	-3,525.65
22200 Accrued Expenses:Accrued Payroll Taxes-Employer	-308.50
24100 Payroll Liabilities:FICA/Medicare	0.00
24200 Payroll Liabilities:Federal Withholding	0.00
24300 Payroll Liabilities:NYS Withholding	0.00
24550 Payroll Liabilities:Payroll Taxes Payable	0.00
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	-29,647.61
Net cash provided by operating activities	\$ -42,269.20
INVESTING ACTIVITIES	
17000 Accumulated Depreciation	34.58
Net cash provided by investing activities	\$34.58
NET CASH INCREASE FOR PERIOD	\$ -42,234.62
Cash at beginning of period	264,141.38
CASH AT END OF PERIOD	\$221,906.76

Resolution to Approve Co-development Agreement with SEAT Center, Inc. for the Construction of a Two-Family residence at 54 Fifth Street, Troy, N.Y.

A regular meeting of the Troy Community Land Bank Corporation (the "TCLB") was convened in public session at City Hall located at 433 River Street, 5th Floor in the City of Troy, Rensselaer County, New York on February 12, 2020 at 8:30 a.m. 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	_____
Sharon Nichols	Treasurer	_____
Brian Barker	Secretary	_____
Andrew Cooper	Member	_____
Jeanette Nicholson	Member	_____
John Cubit	Member	_____
John Carmello	Member	_____

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Anthony Tozzi	Chief Executive Officer
Catherine Hedgeman, Esq.	Agency Counsel

The following resolution was offered by _____, seconded by _____, to wit:

Resolution to Approve Co-development Agreement with SEAT Center, Inc. for the Construction of a Two-Family residence at 54 Fifth Street, Troy, N.Y.

WHEREAS, the Troy Community Land Bank (Land Bank) seeks to co-develop the real property more commonly known as 54 Fifth Street, Troy, New York with the Social Enterprise and Training Center, Inc. (SEAT CENTER); and

WHEREAS, in response thereto, the Land Bank and SEAT have memorialized their co-development agreement and it is attached hereto; and

WHEREAS, the Land Bank, through its Executive Director, has submitted the proposed co-development agreement to the Board of Directors for review, and the Board has had the opportunity to review said proposed co-development agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE TROY COMMUNITY LAND BANK, AS FOLLOWS:

- Section 1. The TCLB hereby finds and determines as follows:
- (A) The TCLB hereby approves all the terms and conditions of the proposed co-development agreement attached hereto; and
 - (B) The TCLB by and through its Executive Director and Board Chairman are authorized to execute all documents and make all payments pursuant to the contract; and
 - (C) This Resolution shall be effective immediately upon passage.

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

Heather King	VOTING	_____
Suzanne Spellen	VOTING	_____
Sharon Nichols	VOTING	_____
Brian Barker	VOTING	_____
Andrew Cooper	VOTING	_____
Jeanette Nicholson	VOTING	_____
John Cubit	VOTING	_____
John Carmello		

The foregoing Resolution was thereupon declared duly adopted.

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

I, the undersigned Secretary of the Troy Community Land Bank (the "TCLB"), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the TCLB, including the Resolution contained therein, held on December 18, 2019 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 Agency 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 Meetings Law; and (D) there was a quorum of the members of TCLB present throughout said meeting.

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 TCLB this 12th day of February, 2020

Secretary

(SEAL)

EXHIBIT A

Contract

- SEE ATTACHED -

CONTRACTOR AGREEMENT

THIS AGREEMENT is made as of the ____ day of July in the year 2020.

BEWTEEN the “Owner” or the “Land Bank”:

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

and the “Contractor” or “SEAT”:

Social Enterprise and Training Center, Inc.
131 State Street
Schenectady, NY 12305

for the following “Project”:

Construction/Rehabilitation of a two-family residence at 54 Fifth Street, Troy, New York 12180

Owner and Contractor agree as follows:

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contract Documents consist of:

1. This Agreement signed by Owner and Contractor;
2. Bids or Proposals submitted by Contractor:
Exhibit A- 54 Fifth Street Scope of Work, Project Budget, and Proposed Timeline
3. addenda prepared by the Architect:

<u>Number</u>	<u>Title</u>	<u>Date</u>
_____	_____	_____
4. Written orders for changes in the Work issued after execution of this Agreement:
5. The “Land Bank Grantee Agreement” entered into by and between the Troy Community Land Bank Corporation and Enterprise Community Partners, and all attachments and appendixes thereto (the “ENTERPRISE Agreement”); and
6. Other documents, if any, identified as follows:
 - a. Exhibit B – Insurance Requirements
 - b. Exhibit C – Final Waiver of Lien and Release

These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Contractor shall commence Work by March 1, 2020 (the “Date of Commencement”) and shall substantially complete July 1, 2020 (the “Contract Time”), subject to adjustment as provided in Article 10.

ARTICLE 3 CONTRACT SUM

Subject to additions and deductions in accordance with Section 6.1.3 or Article 10, the total amount payable by Owner to Contractor for performance of the Work under the Contract (the "Contract Sum") is: **\$103,611.41**. The total budget is provided on Exhibit A. The remainder of funds necessary to complete the Project will be provided by third parties identified in the Scope of Work on Exhibit A. The Contract Sum shall not be adjusted without the Owner's prior written approval.

ARTICLE 4 PAYMENT

§ 4.1 Owner shall make payments to Contractor in conformance with the following payment terms: The Land Bank shall compensate the Contractor in accordance with the project budget. Any modification of the budget shall be made in writing by the Land Bank before it shall become effective. The Land Bank shall, in its sole discretion, determine the extent to which it will use the services of the Contractor. This Agreement does not guarantee any minimum number of hours or amount of funds to be utilized over its term.

Payment shall be made upon receipt of the Contractor's Bill for services rendered with such written documentation as may be required by the Land Bank. Except as may be specifically provided in the Budget, the Contractor is solely responsible for all of the Contractor's cost and any other expenses necessarily and incidentally incurred in order to complete the services. Invoices will be submitted on a monthly basis to the Land Bank from SEAT.

§ 4.2 Owner shall make payments following receipt of applications for payment submitted to Owner by Contractor based on the payment terms described in Section 4.1 and prepared in such form and supported by such data as Owner may require.

§ 4.3 Contractor warrants that title to all Work covered by an application for payment will pass to Owner no later than the time of payment. Contractor further warrants that upon submittal of an application for payment, all Work for which payments have been received from Owner shall, to the best of Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to Owner's interests.

§ 4.4 Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 4.5 When Owner determines the Work is substantially complete, Owner shall prepare a Certificate of Substantial Completion that shall establish: (1) the date of Substantial Completion, (2) the responsibilities of Owner and Contractor, and (3) the time within which Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof, unless otherwise provided in the Certificate of Substantial Completion.

§ 4.6. Final payment shall not become due until (1) Owner finds the Work acceptable and the Contract fully performed, and (2) Contractor submits to Owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract, as Owner in its sole and absolute discretion may require. The final payment shall have subtracted from it a retainage of ten percent (10%) of the total Project Cost, which shall be held by the Land Bank to cover costs related to all punch list and warranty items for a period not to exceed one (1) year from the date of issuance of the Certificate of Substantial Completion.

§ 4.7 Acceptance of final payment by Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final application for payment.

§ 4.8 No payment (final or otherwise) made under or in connection with this Agreement shall be conclusive evidence of the performance of the Work or of this Agreement, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release the Contractor from any of its obligations under this Agreement: nor shall entrance and use by the Owner constitute acceptance of the Work or any part thereof.

ARTICLE 5 INSURANCE

§ 5.1 Contractor, at its sole cost and expense, shall procure and maintain the insurance coverage listed on Exhibit B attached hereto and made a part hereof. All insurance shall include Owner as an additional insured and loss payee. Prior to commencement of any construction, Contractor must provide evidence of the required insurance coverage with certificates of insurance satisfactory to Owner. Certificates of insurance must provide a minimum of thirty (30) days' notice of cancellation to all certificate holders and additional insureds.

§ 5.2 Contractor shall obtain an endorsement to its general liability insurance policy to cover Contractor's obligations under Section 6.5.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 CONTRACTOR'S WORK

§ 6.1.1 The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by Contractor to fulfill Contractor's obligations. Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 6.1.2 All Work of Contractor must be performed in accordance with this Agreement and Enterprise Agreement, including but not limited to, "Minimum Standards for Demolition, Rehabilitation, or New Construction Contractors," Attachment VII of Enterprise Agreement.

§ 6.1.3 Contractor shall promptly correct Work rejected by Owner as failing to conform to the requirements of the Contract Documents, and Contractor shall bear the cost of correcting such rejected Work. Owner may direct Contractor in writing to stop the Work until the correction is made. If Contractor fails to correct nonconforming Work within seven (7) days after receipt of written notice from Owner to diligently commence and continue correction of such default or neglect, Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due Contractor.

§ 6.1.4 Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work and shall, at the completion of the Work, remove all tools, equipment and materials, and properly dispose of all waste.

§ 6.2 Contractor, promptly after being awarded the Contract, shall prepare and submit (1) a "Due Diligence Checklist" as set forth in Attachment VI of Enterprise Agreement and (2) if requested by Owner, a Contractor's construction schedule for the Work. Contractor warrants and covenants that it will not engage in any construction, demolition or rehabilitation work without first providing a "Due Diligence Checklist" as set forth in Attachment VI of Enterprise Agreement.

§ 6.3 Contractor shall have complete responsibility and liability for the supervision of all youth build interns assisting with the Work. Interns shall all abide by the same covenants, rules, and regulations as the Contractor.

§ 6.4 PERMITS, FEES AND NOTICES

§ 6.4.1 Contractor shall obtain and pay for the building permit and other permits and tests, inspections, governmental fees, and licenses necessary for proper execution and completion of the Work. Owner shall obtain and pay for any other necessary approvals, easements, assessments and charges.

§ 6.4.2 Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

§ 6.5 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. Contractor shall promptly remedy damage and loss to property caused in whole or in part by acts or omissions of Contractor, any subcontractors, or agents or employees of either.

§ 6.6 INDEMNIFICATION

§ 6.6.1 To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Land Reutilization Corp. of the Capital Region. and their respective affiliates, and their respective shareholders, members, directors, officers, representatives, agents, employees, invitees and successors-in-interest of any of them (the "Indemnitee") from and against any and all claims, losses, proceedings, damages, causes of action, liability, injury, awards, fines, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and disbursements, collectively, "Losses"), arising out of, related to or resulting from (i) the services to be delivered by Contractor, its employees, agents, subcontractors or sub-subcontractors, (ii) the failure to provide the services and/or (iii) any condition or loss for which any of the Indemnitees or Contractor its employees, agents, subcontractors or sub-subcontractors may be jointly or severally liable. The foregoing indemnity shall apply regardless of whether any Losses are caused in part by an Indemnitee. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person defined as an Indemnitee.

§ 6.6.2 In claims against any person or entity indemnified by an employee of Contractor, its subcontractor or sub-subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Contractor, its subcontractors, or sub-subcontractors under Workers' or Workmen's Compensation Acts or other employee benefits acts.

§ 6.6.3 Contractor waives all rights against the Land Reutilization Corp. of the Capital Region and their respective affiliates and their respective shareholders, members, agents, officers, directors and employees for recovery of damages to the extent that these damages are covered by Commercial General Liability, Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability maintained per insurance requirements stated above.

§ 6.6.4 The indemnification provisions contained, herein, shall be included in each of Contractor's subcontracts and shall be in favor of the Indemnities and Contractor.

§ 6.6.5 At the request of any Indemnatee, Contractor shall assume the defense on behalf of such indemnitee, of any such claim provided; however, that any attorney employed in such defense must be satisfactory to such indemnitee.

§ 6.6.6 The Owner and its respective affiliates, and their respective shareholders, members, directors, officers, representatives, agents, employees, invitees and successors-in-interest of any of them shall, in addition to any other applicable indemnification, indemnify the Construction Manager and its agents, employees and subcontractors against any claim, loss, cost, expense or damages (including reasonable attorney's fees) arising out of or relating to (i) the Owner's negligence or willful misconduct, or (ii) as a result of the breach of this Agreement or other failures to perform by the Owner.

§ 6.7 ARCHITECT

The Architect, as approved by the Owner, will have authority to act on behalf of Owner to the extent provided in a written agreement between Owner and the Architect.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing.

§ 10.2 To the extent any concealed or unknown material physical conditions encountered at the site cause delay or a significant increase in expense, the Contract Sum and Contract Time may be subject to equitable adjustment.

ARTICLE 11 TIME

Time limits stated in the Contract Documents and those contained in Article 2, above, are of the essence of the Contract.

ARTICLE 12 USE OF SUBCONTRACTORS

Contractor may use subcontractors in the performance of Work provided for under this Agreement only with the prior written approval of Owner. Contractor shall have complete responsibility and liability for the subcontractors' Work. Contractor shall require all subcontractors on the Project to provide the types and amounts of insurance required under Article 5, and shall require that all subcontractors on the Project name Owner as an additional insured on all such insurance policies.

All agreements between Owner and any subcontractors shall be by written contract, signed by individuals authorized to bind the parties, and all such agreements shall contain provisions specifying (1) that all Work of the subcontractor must be performed in accordance with this Agreement and Enterprise Agreement, in particular, but not limited to, Attachment VII of Enterprise Agreement; (2) that the subcontractor warrants and covenants that it will not engage in any construction, demolition or rehabilitation work without first providing a "Due Diligence Checklist" as set forth in Attachment VI of Enterprise Agreement; and (3) that nothing contained in the subcontract shall (i) impair the rights of the New York State Office of the Attorney General (the "ENTERPRISE") under Enterprise Agreement or (ii) be deemed to create any contractual relationship between the subcontractor and Enterprise.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

Contractor shall not assign the Contract without the prior written consent of Owner.

§ 15.2 GOVERNING LAW

This Contract shall be governed by the laws of the State of New York.

§ 15.3 ENTERPRISE AGREEMENT

Nothing contained in the Contract shall (i) impair the rights of Enterprise under Enterprise Agreement or (ii) be deemed to create any contractual relationship between the subcontractor and Enterprise.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

If Owner fails to make payment as provided in Article 4 for a period of forty-five (45) days, Contractor may, upon seven (7) additional days' written notice to Owner, terminate the Contract and recover from Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 Owner may terminate the Contract if Contractor: (1) repeatedly refuses or fails to supply enough properly skilled workers or proper materials; (2) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (3) persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or (4) is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, Owner may without prejudice to any other rights or remedies of Owner and after giving Contractor and Contractor's surety, if any, seven days' written notice, terminate employment of Contractor and may (1) take possession of the site and of all materials thereon owned by Contractor, and (2) finish the Work by whatever reasonable method Owner may deem expedient.

§ 16.2.3 When Owner terminates the Contract for one of the reasons stated in Section 16.2.1, Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

Owner may, at any time, terminate the Contract for Owner's convenience and without cause. Contractor shall be entitled to receive payment for Work executed and actual costs incurred by reason of such termination.

ARTICLE 17 OTHER TERMS AND CONDITIONS

This Contract is contingent upon and subject to (a) approval of the Office of the New York State Attorney General and (b) review and approval of Owner's Executive Committee. All obligations of Owner under this Contract are likewise expressly contingent upon and subject to the foregoing conditions.

[Signature Page Follows]

This Agreement entered into as of the day and year first written above.

Troy Community Land Bank Corporation

By: _____
Name: Anthony Tozzi
Title: Executive Director

Social Enterprise and Training Center, Inc.

By: _____
Name: Jennifer Lawrence
Title: Executive Director

EXHIBIT A – Part I - BUDGET

EXHIBIT A

PART 2 – TIMELINE

[Attached]

54 Fifth Avenue Progress Schedule

[illegible]

EXHIBIT B
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.

EXHIBIT C

FINAL WAIVER OF LIEN AND RELEASE

OWNER: Troy Community Land Bank

PROPERTY: 54 Fifth Street, Troy New York 12180

PROJECT: Construction of a two-family home on 54 Fifth Street, City of Troy

CONTRACTOR: Social Enterprise and Training Center, Inc. (SEAT)

In consideration of the payment of \$_____ to Contractor by Owner, the receipt and sufficiency of which are hereby acknowledged, the undersigned Contractor acknowledges, covenants, and agrees as follows:

Contractor hereby releases and relinquishes any liens, rights of lien, causes of action and demands of any kind or nature that he now has or may have against the Owner in respect of all labor, work, parts, or materials furnished by him in connection with the Project. In addition, Contractor represents that he has obtained duly executed lien waivers from all subcontractors and materialmen and agrees to defend, indemnify, and hold Owner harmless from any liens, rights of lien, causes of action and demands of any kind or nature that such subcontractors or materialmen now have or may have against the Owner in respect of all labor, work, parts, or materials furnished by them in connection with the Project. Additionally, Contractor agrees that in the event that any liens are filed against the Property related to the Project, Contractor will, within thirty (30) days, either post a bond in accordance with Lien Law § 19(4)(a) or deposit money in accordance with Lien Law § 20 in order to discharge the lien against the Property. Further, Contractor shall not cause the Project, the underlying property, or any other property to be encumbered by lien or otherwise in connection with the Project.

Social Enterprise and Training
Center, Inc.

By: _____
Jennifer Lawrence, Executive Director

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

On this _____ day of _____ in the year 20____ before me, the undersigned, personally appeared **Jennifer Lawrence**, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary's Signature

**Resolution to Approve Contract For the Renovation
of the Building Situated at 3240 6th Avenue Troy, N.Y.**

A regular meeting of the Troy Community Land Bank Corporation (the "TCLB") was convened in public session at City Hall located at 433 River Street, 5th Floor in the City of Troy, Rensselaer County, New York on February 13, 2020 at 8:30 a.m. 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	_____
Sharon Nichols	Treasurer	_____
Brian Barker	Secretary	_____
Andrew Cooper	Member	_____
Jeanette Nicholson	Member	_____
John Cubit	Member	_____
John Carmello	Member	_____

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Anthony Tozzi	Chief Executive Officer
Catherine Hedgeman, Esq.	Agency Counsel

The following resolution was offered by _____, seconded by _____, to wit:

Resolution to Approve Contract For the Renovation of the Building Situated at 3240 6th Avenue Troy, N.Y.

WHEREAS, the Troy Community Land Bank (Land Bank) sought a proposal pursuant to its Procurement Policy for Renovation Services for 3240 Sixth Avenue regarding the property located at 3240 Sixth Avenue; and

WHEREAS, in response thereto, Bolton Construction Corp. has submitted a bid and proposed contract in the amount of \$180,850 to render the Renovation Services which is attached hereto; and

WHEREAS, the Land Bank, through its Executive Director, has submitted the proposed contract from Bolton Construction Corp. in the amount of \$180,850 to the Board of Directors for review, and the Board has had the opportunity to review said proposed contract; and

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE TROY
COMMUNITY LAND BANK, AS FOLLOWS:

Section 1. The TCLB hereby finds and determines as follows:

- (A) The TCLB hereby approves all the terms and conditions of the proposed contract attached hereto; and
- (B) The TCLB by and through its Executive Director and Board Chairman are authorized to execute all documents and make all payments pursuant to the contract; and
- (C) This Resolution shall be effective immediately upon passage.

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

Heather King	VOTING	_____
Suzanne Spellen	VOTING	_____
Sharon Nichols	VOTING	_____
Brian Barker	VOTING	_____
Andrew Cooper	VOTING	_____
Jeanette Nicholson	VOTING	_____
John Cubit	VOTING	_____
John Carmello		

The foregoing Resolution was thereupon declared duly adopted.

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

I, the undersigned Secretary of the Troy Community Land Bank (the "TCLB"), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the TCLB, including the Resolution contained therein, held on February 13, 2020 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 Agency 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 Meetings Law; and (D) there was a quorum of the members of TCLB present throughout said meeting.

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 TCLB this 13th day of February, 2020

- Secretary

(SEAL)

EXHIBIT A

Contract

- SEE ATTACHED -

CONTRACT

This contract is between the Troy Community Land Bank Corporation, and the contractor identified below and is dated _____, 2020.

OWNER: Troy Community Land Bank Corporation
Anthony Tozzi Executive Director
Room 701
200 Broadway
Troy, NY 12180

CONTRACTOR: Bolton Construction Corp.

PROJECT ENGINEER: R. Russell Reeves, CEng., P.E.
P.O. x Box 1433
Troy, NY 12181-1433
(518) 391-8285

PROJECT: Renovation of 3240 Sixth Avenue, Troy, NY 12180

CONTRACT

ARTICLE 1- WORK TO BE PERFORMED UNDER THIS CONTRACT

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents which are set forth in ARTICLE 6. The qualified contractor will be required to provide the following: **See attached EXHIBIT A.**

ARTICLE 2- CONTRACT PRICE AND PAYMENTS

CONTRACTOR shall submit a written invoice to the OWNER every ten business days. Said invoice shall set forth, in detail; the work completed and for which CONTRACTOR is seeking

payment. OWNER shall pay CONTRACTOR the invoice amount, subject to any withholding of payments as set forth in ARTICLES 5 and 14, within thirty (30) days of receipt.

OWNER shall hold a retainage of five (5%) percent of the total CONTRACT price. Upon CONTRACTOR'S certifications to the OWNER, that the CONTRACT has been completed in accordance with all the CONTRACT documents, both OWNER and CONTRACTOR shall do a walk through to confirm completion, of the work. If OWNER is satisfied that the work is completed, OWNER shall release the retained amount to CONTRACTOR within five (5) business days of the final walk through.

Prior to the final payment on the CONTRACT, CONTRACTOR and its subcontractor's, if any, shall provide a written waiver of liens.

ARTICLE 3- COMMENCEMENT & COMPLETION DATES, ACCEPTANCE AND FINAL PAYMENT

1. When work is reported to be ready for final inspection and payment the Engineer and the Executive Director shall make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed, he will promptly prepare a final estimate of payment and the entire balance due the Contractor, including the retained percentage will be paid the Contractor by the Land Bank.
2. Before the final payment is due, the Contractor shall submit evidence satisfactory to the Engineer and the Executive Director that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens of the Contractor may submit in lieu of evidence of payment, a surety bond satisfactory to the Troy Land Bank guaranteeing payment of all disputed amounts when adjudicated in cases where such payment has not been already guaranteed by surety bond.
3. The acceptance by the Contractor of the final payment will be and will operate as a release to the Troy Land Bank of all claims and of all liability to the Contractor for all things done or furnished in connection with this work, and for every act and neglect of the Troy Land Bank and others relating to or arising out this work, except the Contractor's claim for interest upon the final payment, if this payment should be improperly delayed.
4. After the completion of the work and acceptance of the work as being in full accordance with the Contract, the Troy Land Bank will pay and the Contractor shall accept in full. Consideration for the performance of the Contractor's obligations hereunder, the prices stated in his Proposal, as the same may have been increased or decreased by Change Orders. This provision, however, will not preclude the Troy Land Bank from withholding a stipulated amount from the final payment otherwise due the Contractor in the event that other provisions appearing herein will require and authorize such retention.

ARTICLE 4- LIQUIDATED DAMAGES

While there are no liquid damages associated with this project, The CONTRACTOR and OWNER recognize that time is of the essence and OWNER will suffer from the lack of use of this building if the work is not completed on or before the date specified. The Land Bank needs to have substantial completion of this work no later than May 15th, 2020 with the work completed in its entirety (project close-out and site clean-up) no later than May 29th, 2020.

ARTICLE 5- WITHHOLDING OF PAYMENTS

OWNER may withhold any payment, which the Project Engineer may refuse to recommend, for work certified by CONTRACTOR as completed and not actually completed. OWNER may also withhold payment because of claims having been made against the OWNER or liens filed in connection with the work. OWNER may continue to withhold such payment until the claims have been settled and the liens discharged to OWNER'S satisfaction.

ARTICLE 6- CONTRACT DOCUMENTS

The CONTRACT documents which comprise the entire CONTRACT between the OWNER and CONTRACTOR concerning the work consist of the following:

1. The CONTRACT,
2. Exhibits to the CONTRACT as follows:
 - a. Exhibit "A" Bid Document dated January 22^{ed}, 2020.
 - b. Exhibit "B" Bid Proposal
 - c. Written orders for changes in the Work issued after execution of this Agreement:
 - d. The "Land Bank Grantee Agreement" entered into by and between the Troy Community Land Bank Corporation and Enterprise Community Partners, and all attachments and appendixes thereto (the "ENTERPRISE Agreement"); and

The Exhibits set forth above are specifically identified and made a part hereof and are incorporated herein by reference.

ARTICLE 7- WARRANTY

CONTRACTOR shall warrant to OWNER as follows:

- a. The materials, components and equipment provided under the contract by CONTRACTOR and its subcontractors shall be of good quality and shall be new unless otherwise required by the specifications;
- b. That the work of CONTRACTOR and its subcontractors will be free from defects except defects which are solely due to the specifications;

That the work will conform to the specifications; ARTICLE 8.

ARTICLE 8 — SUBCONTRACTORS

With the written consent of OWNER, CONTRACTOR may use one or more subcontractors. CONTRACTOR shall not use any subcontractor to which OWNER has objected.

CONTRACTOR shall be responsible for the work, acts and omissions of its subcontractors.

The Subcontractor must comply with all insurance and indemnification requirements as set forth above and must submit all documentation required before work starts.

ARTICLE 9 — PROFESSIONAL LIABILITY POLICY/BONDS

Prior to the commencement of any work CONTRACTOR shall provide the City with a copy of its professional liability insurance policy. If CONTRACTOR fails to submit said policy then CONTRACTOR shall provide a 100% performance bond and a 100% labor/materials payment bond. Both bonds shall be from sureties acceptable to OWNER and, if signed by an agent, shall be accompanied by a certified copy of the agent's authority.

ARTICLE 10- INSURANCE

See Schedule A.

ARTICLE 11 – COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW

The work performed by the CONTRACTOR, and any materials and components provided by CONTRACTOR, shall comply with all applicable federal, state, and local laws, codes and regulations.

In the event any specification or other work requirements is deemed by CONTRACTOR to be inconsistent with sound design, safety or other practices, CONTRACTOR shall in writing promptly notify the project Engineer or OWNER of same.

CONTRACTOR shall submit all necessary documentation to the Troy Land Bank to satisfy the requirement for any required building permit or other permits and approvals and inspections.

ARTICLE 12 – SAFETY

CONTRACTOR shall be responsible for providing, maintaining and supervising reasonable safety precautions and programs in connection with the performance of its work. Such precautions and programs shall provide reasonable protection to prevent damage or injury to employees of the contractor, employees of other, other persons on or near the project site, the work and materials and equipment to be incorporated into the project and other property at the project site or near the project site. The Contractor is responsible for NYS Department of Labor and OSHA safety requirements and for worker safety.

ARTICLE 13 – INDEMNIFICATION

1. 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.
2. The Contractor, intending to be legally bound, hereby expressly agrees and covenants to hold harmless and indemnify Enterprise, its directors, officers, agents and employees

from and against any and all third party costs, losses, actions, liability, demands, claims, damages and expenses of any nature or any kind (including, but not limited to, indebtedness, penalties, fines, Enterprise's costs and reasonable legal fees) incurred in connection with this Grant or that arise out of any act or omission of the Contractor, any Subcontractors of the Contractor, or of any of their respective employees or agents except to the extent any such costs, liability, demands, claims, damages or expenses result from Enterprise's gross negligence or willful misconduct. The Contractor shall be solely responsible and answerable in damages for any and all accidents or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor, or any Subcontractor pursuant to this Agreement. Contractor's obligations under this section shall survive termination of the agreement.

ARTICLE 14 – THE BOARD of COMMISSIONERS RIGHT TO REJECT WORK, STOP WORK OR COMPLETE WORK

If the Project Engineer determines that CONTRACTOR is not performing its work in accordance with the contract requirements, upon the recommendation of the Project Engineer, OWNER may, by written order, direct CONTRACTOR to stop its work or any portion thereof, and to correct such work. If CONTRACTOR refuses or neglects to commence to correct such work within three (3) days of the written notice or within such other time period as the Project Engineer may recommend, OWNER may

Correct such work and deduct the cost of correcting such work from amount due to CONTRACTOR, in addition to any other remedies which OWNER may have.

OWNER may reject work that does not conform to this contract or to the specifications.

Article 15- SUSPENSION FOR CONVENIENCE OF THE OWNER

OWNER without cause may in writing, direct CONTRACTOR to suspend its work for a specified period of time. If OWNER does so, an adjustment shall be made in the contract price for increases in the costs to CONTRACTOR of performing the contract so that the CONTRACTOR is reasonably and fairly compensated.

Article 16- TERMINATION

CONTRACTOR may terminate the contract if the work is stopped or CONTRACTOR is prevented from performing the contract for a period of thirty (30) days through no act, omission or fault of CONTRACTOR or of any of its subcontractors or their officers, agents and employees, provided such stoppage or such prevention is due to any of the following reasons or causes:

- a. Order of a court or other public authority;
- b. Because the Project Engineer has not performed an act or duty he is required to perform;
- c. Because OWNER has not performed an act or duty it is required to perform;
- d. Because of a substantial breach of this contract by OWNER.

OWNER may terminate this contract for the following reasons or causes:

- a. CONTRACTOR refuses or fails to provide enough skilled workers or materials to perform the work in a timely manner;
- b. CONTRACTOR fails to make any required payment to any of its subcontractors;
- c. CONTRACTOR is performing work in violation of federal, state or local law, code or regulation;
- d. CONTRACTOR is in material breach of provision of the contract.

ARTICLE 17- MISC. PROVISIONS

- a. Provisions required by the New York General Municipal Law, copies of which are annexed, and any other statutorily mandated provisions, if any, are hereby made a part of this contract.
- b. Subsequent to the execution of this CONTRACT and before any work takes place on the project, a pre-construction meeting shall take place between OWNER and CONTRACTOR.
- c. OWNER shall designate a "clerk of the works" who shall represent OWNER on the project and with whom CONTRACTOR shall work and communicate with, in addition to working with the Project Engineer.
- d. CONTRACTOR shall keep the project site free from scrap and waste materials and trash caused by CONTRACTOR'S work and the work of its subcontractors. After CONTRACTOR has completed its work, CONTRACTOR shall remove from the project site all of its waste materials, scraps, trash, equipment, materials and the like.
- e. There shall be a progress meeting once a week between CONTRACTOR and OWNER to discuss the status of the project and any anticipated delays or problems.
- f. Neither party may assign this contract or any of the rights under it, nor subcontract any work to be performed under it, without the prior written consent of the other party.

- g. A waiver by a party of any breach or provision of this contract shall not be construed to be a waiver by such party of any other breach or provisions.
- h. The paragraph headings of this contract are for the convenience of the parties only.
- i. The invalidity or unenforceability of any provision of this contract shall not affect the validity or enforceability of any other provision.
- j. This contract contains the entire agreement of the parties and may not be changed orally. All changes must be in writing and signed by the party agreeing to the change.

**ARTICLE 18- ADDITIONAL GROUNDS FOR CANCELLATION OF AGREEMENT
BY THE LAND BANK; DISQUALIFICATION FOR FUTURE CONTRACTS WITH
PUBLIC AUTHORITIES**

This clause is required by general Municipal Law Section 103-a): Upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a municipal department, or other municipal 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 any political subdivision thereof, a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

- a. such person, and any firm, partnership or corporation of which he is a 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 municipal corporation, or any public department, agency or thereof, for goods, work or services, for a period of five years after refusal, and
- b. any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty nine or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies

owed by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

ARTICLE 19.

PROHIBITION OF CONTRACT ASSIGNMENT

19.1 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.

19.2 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 20.

COOPERATION

20.1 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 21.

NON-DISCRIMINATION

20.1 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.

20.2 Contractor shall not discriminate in its activities and operations in connection with this Agreement on the basis of age, race, creed, ethnicity, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by the United States federal, state, or local law or regulation. Grantee expressly agrees not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.

20.3 Contractor shall require any Subcontractor, or Sub-Subcontractor receiving Grant Proceeds to comply with the obligations set forth in this section, including by providing their express agreement not to use Grant Proceeds for any purpose or in any manner that could be

deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.

ARTICLE 22.

IRANIAN ENERGY SECTOR DIVESTMENT

22.1 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 23.

INDEPENDENT CONTRACTOR STATUS

23.1 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 24.

NON-COLLUSIVE BIDDING

24.1 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 25.

NO WAIVER OF PERFORMANCE

25.1 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 26. ADDITIONAL WORK

26.1 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. Acceptance of any additional work be at the sole discretion of the Land Bank.

26.2 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 27. LICENSES

27.1 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 28. PARTIAL INVALIDITY

28.1 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 29. HEADINGS – CONSTRUCTION

29.1 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 30.

NOTICES

30.1 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 31.

GOVERNING LAW AND LEGAL ACTION

31.1 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 32.

ENTIRE AGREEMENT

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

ARTICLE 33.

MODIFICATION

33.1 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: _____

Anthony Tozzi

Executive Director

STATE OF NEW YORK)

COUNTY OF RENSSELAER) SS.:

On the ____ day of _____, 2020, before me, the undersigned, personally appeared ANTHONY TOZZI 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

DATED: _____

BY: _____

Contractor Name:

Title:

STATE OF NEW YORK)

COUNTY OF _____) SS.:

On the ____ day of _____, 2020, 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 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

EXHIBIT A

Bid Document dated January 22^{ed} , 2020.

EXHIBIT B

Bid Proposal and Scope of Work

Engineer's Description of the Work

Itemized List of Required Structural Mitigation Measures for 3240 Sixth Avenue Troy, New York:

(Revised February 11th, 2020) Engineer's Estimate of Quantities
(Words)

Engineer's Estimate of Quantities of Construction					
Item Number	Item Description	Qty	Unit	Unit Cost	Total Item Cost
1.0	Repair the front wood fascia trim at the top cornice and around the front second story bay window projection.	10	LF	\$	\$ 5,200.00
2.0	Epoxy seal deteriorated openings in the vertical trim work in the second story front bay window. Provide supplemental #10 x 2 1/2" wood screw attachments to the existing trim work and attach to the existing wood substrate.	6	Lf	\$	\$ 1800.00
3.0	Install two (2) full bathrooms with standard toilet, sink, mirror, vanity, shower/tub unit with the associated overhead light/vent combination, GFCI outlet, in the basement and second floor. Install a toilet, sink, vanity and mirror off the first floor kitchen area.	L.S.	L.S.	\$	\$ 4500.00
4.0	Remove all mold and water deteriorated sheet rock, wall and ceiling coverings, cabinets and counters from the basement and each floor level. Saw cut and remove the existing basement flooring (12' x 18').	L.S.	L.S.	\$	\$ 5,500.00
5.0	Once the basement flooring has been removed, remove and rake the soil subbase as needed to create a level grade and tamp to a firm density all disturbed soils. Place two layers of 6 mil polyethylene plastic as a vapor barrier. Place 2" of extruded polystyrene XPS rigid blue board R-10 insulation throughout the basement floor. (12' x 18').	LS	LS	\$	\$ 3,200.00

6.0	Pour a 4" thick, 4,000 psi concrete slab (3cy) (12' x 18'). (in two North and South sections-each side of the existing bearing wall). The concrete basement slab shall have a maximum slump of 5" and reinforced with 12" x 12" x 10 gauge welded wire mesh. The slab surface shall be floated to a smooth finish. A 46" wide gap shall be left between the Northerly and Southerly concrete slab to receive a haunched footing section (1 cy) for the new bearing wall.	LS	LS	\$	\$ 10,000.00
7.0	Once the North and South slabs have cured, provide temporary 2" x 6" at 16" on center temporary stud bearing wall (14 lf) placed 36" from the centerline of the existing bearing wall that is to be removed on the North and South sides of the existing wall (two temporary bearing walls). Remove the existing deteriorated 2" x 6" bearing wall. Pour a reinforced concrete haunched footing section for the new 2" x 6" stud bearing wall using 4000 psi concrete and a 3" max slump. Provide #4 bar haunch reinforcing. 1 CY.	L.S.	L.S.	\$	\$ 3,500.00
8.0	Install a pre-engineered OSHA approved braced steel scaffolding system that extends from the rear at grade level (basement elevation) to the roof line. The scaffolding shall be braced laterally to the building and bolted into new or existing competent building framing members. The scaffolding shall be 24' long and extend a height of 30'	L.S.	L.S.	\$	\$ 4,500.00
9.0	Provide a JLG boom lift for access to the façade, fascia trim, front cornice and roof section.	LS	LS	\$	\$ 5000.00

Engineer's Estimate of Quantities of Construction Continued					
Item Number	Item Description	Qty	Unit	Unit Cost	Total Item Cost
10.0	Remove all loose brick masonry to the rear wall assembly. Saw cut the brick masonry wall as needed to create a smooth anchoring surface for the new 2" x 6" rear stud wall. Remove the unstable brick masonry by hand to competent brick. Saw cut and remove all deteriorated wood framing members. Do not disturb the Northerly or Southerly brick bearing walls. Saw cut deteriorated floor joists and roof joists at the beam pocket locations so as not to disturb the integrity of	L.S.	L.S.	\$	\$ 4000.00

	the existing brick beam pockets or the adjacent brick masonry wythes. Affected area 20' long x 30' height				
11.0	Insure temporary support is provided at the basement, first and second floor levels and install new 2" x 8" floor joists and floor underlayment to restore the structural integrity of the deteriorated floor framing at every floor level and the roof. 14' length x 20' width	LS	LS	\$	\$ 7500.00
12.0	Install a reinforced concrete footing and foundation wall at the rear portion of the building to receive the new 2" x 6" exterior stud bearing wall. 22' foundation length x 1' thick x 1' wide	1.0	CY	\$	\$ 2,500.00
13.0	Install a three story 2" x 6" @16" on center exterior stud wall with 1/2" A 304 threaded rod and Hilti HY 70 epoxy into the brick wall bolt to a 2" x 10" fascia stud at 24" on center- 30 each dowels (12" length) using the ZIP Exterior Wall System and vinyl siding. 22' Length x 30" height.	L.S.	L.S.	\$	\$ 20,000.00
14.0	Repair front access stairs	L.S.	L.S.	\$	\$ 4,500.00
15.0	Sikadur Epoxy repair to the second floor brick masonry wall.	10	Sq. ft	\$	\$ 500.00
16.0	Replace the existing access stairs to the attic area	L.S.	L.S.	\$	\$ 750.00
17.0	Provide 2" x 6" knee wall in the attic crawl space at rafter mid-span, 2" x 8" blocking at mid-span and a 2" x 10" pressure treated restraining plate for the front cornice.	31	.LF	\$	\$ 1800.00
18.0	Provide a new 60 mil EPDM rubber roofing with 19/32" OSB (33' x 22') ice and water shield along the Easterly roof line with a drip edge gutter and downspout. Provide ice and water shield with flashing and termination strip to the roof of the second floor bay window.	726	Sq ft	\$	\$ 8,800.00

Engineer's Estimate of Quantities of Construction Con't					
Item Number	Item Description	Qty	Unit	Unit Cost	Total Item Cost
19.0	Remove deteriorated sheet rock and metal ceiling covering along with wet insulation in water saturated ceiling areas.	1600	Sq.ft	\$	\$ 5000.00
20.0	Secure the building. Provide new door locksets to the front door along with a new solid wood core door with associated hardware and lockset at the lower easterly rear access door.	3.	ea	\$	\$ 2400.00

Engineer's Estimate of Quantities of Construction					
Item Number	Item Description	Qty	Unit	Unit Cost	Total Item Cost
21.0	Install all new ½" sheet rock through the building on the first and second floors. Tape and paint with Behr – semi-gloss paint (white). Basement wall height 7'-6" First floor wall height: approx. height 10'. Second floor wall height: approx. 10' Provide Colonial Base – Clear pine moulding profile; WM624, 662. And clear pine door jam moulding.	1600	sq	\$	\$ 5200.00
22.0	Provide 220 volt dryer hook-up and 120 volt GFCI outlet with the associated plumbing for the washer machine hook-up in the first floor laundry room.	LS	LS	\$	\$ 800.00
23.0	Remove the existing HVAC system and associated ductwork. Provide a new HVAC system with direct venting of sufficient capacity to serve the home.	L.S.	L.S.	\$	\$ 10,000.00
24.0	Remove the existing hot water heater and install a new 40 gallon hot water heater with vent piping.	1	Ea.		1000.00
25.0	Install new flooring where needed (vinyl plank flooring)-Acacia style 3.2 mm thickness along with the corresponding moulding- SKU ss24301. First & Second floors (39'-2" x 17'). 1332 sq. ft. – both floors	1,600	Sq. ft.	\$	\$ 6500.00

26.0	Provide the following appliances: i). Amana Range: 5.9 c.f. electric range model NE 59M 4310SS. ii). Whirlpool recirculating range hood. 30" model UXT4030ADS. iii). Amana Dishwasher model ADB 1400 AGS. iv). Samsung 1.9 cu. Ft. Microwave model ME19R7041FS. v). Amana 18.2 cf. top-freezer refrigerator stainless steel model ART 308 FFDM. (appliances from Best-Buy or equal).	LS	LS	\$ 3000.00	\$ 3000.00
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Engineer's Estimate of Quantities of Construction Con't					
Item Number	Item Description	Qty	Unit	Unit Cost	Total Item Cost
22.0	Install 6 new windows (basement, first floor & second floor) 29 1/2" x 56 1/2" SKU 4550464	6	ea	\$	\$ 3,300.00
23.0	Install new Pex plumbing for the potable water supply lines throughout the building.	L.S.	L.S.	\$	\$ 3,500.00
24.0	Replace the existing sanitary plumbing with new SCH 40 PVC waste lines, traps and vents in accordance with the IBC Plumbing Code 2015.	L.S.	L.S.	\$	\$ 6,800.00
25.0	Install hardwired smoke detectors with combination carbon monoxide detectors in each bedroom, hallway outside the bedroom and as shown on the plan. Install heat detection and carbon monoxide detection in the basement adjacent to all gas appliances.	10	Ea.	\$	\$ 800.00
				Total Amount:	

New Electric - \$14,500.00 INSULATION \$5000.00

Skim coat + PAINT \$7500.00

Gross Amount of Bid for Contract: \$168,850.00

(Figures)

One Hundred Sixty Eight thousand Eight hundred fifty Dollars

(Words)

and _____ Cents.
(Words)

Bid Alternate A: The Troy Community land Bank has arranged for asbestos testing by Alpine Environmental Testing Inc. Based on the asbestos report, the contractor shall retain a sub-contractor who is asbestos certified for asbestos abatement and shall provide a separate bid amount (Bid Alternate A) for this work activity. All asbestos remediation work associated with this project shall be completed in accordance with NYSDOL Code Rule 56 and as required by the results of Asbestos Survey by Alpine Environmental. The payment to the sub contractor for all asbestos work shall be based upon the amount and character of ACM encountered, and the extent of disturbance to these areas. It is recognized that the amount provided below represents a base bid for this work activity with the final cost being based upon the quantity of removals required.

Amount of Bid for Bid Alternate A: \$ 12,000.00
(Figures)

Twelve thousand Dollars
(Words)

and _____ Cents.
(Words)

Gross Amount of Bid for Contract: \$ 168,850.00
(Figures)

One Hundred Sixty Eight thousand Eight hundred fifty Dollars
(Words)

and _____ Cents.
(Words)

EXHIBIT C

Written orders for changes in the Work issued after execution of this Agreement:

EXHIBIT D

The “Land Bank Grantee Agreement” entered into by and between the Troy Community Land Bank Corporation and Enterprise Community Partners, and all attachments and appendixes thereto (the “ENTERPRISE Agreement”); and

SCHEDULE A

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.

**Resolution to Approve Contract For Renovation
of the Building Situated at 11 Winnie Avenue Troy, N.Y.**

A regular meeting of the Troy Community Land Bank Corporation (the "TCLB") was convened in public session at City Hall located at 433 River Street, 5th Floor in the City of Troy, Rensselaer County, New York on February 13, 2020 at 8:30 a.m. 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	_____
Sharon Nichols	Treasurer	_____
Brian Barker	Secretary	_____
Andrew Cooper	Member	_____
Jeanette Nicholson	Member	_____
John Cubit	Member	_____
John Carmello	Member	_____

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Anthony Tozzi	Chief Executive Officer
Catherine Hedgeman, Esq.	Agency Counsel

The following resolution was offered by _____, seconded by _____, to wit:

Resolution to Approve Contract For Renovation of the Building Situated at 11 Winnie Avenue Troy, N.Y.

WHEREAS, the Troy Community Land Bank (Land Bank) sought a proposal pursuant to its Procurement Policy for renovation of 11 Winnie Avenue regarding the property located at 11 Winnie Avenue; and

WHEREAS, in response thereto, Bobo's Construction Services, Inc. has submitted a bid and proposed contract to render the renovation services which is attached hereto in the amount of \$169,800.00 ; and

WHEREAS, the Land Bank, through its Executive Director, has submitted the proposed contract from Bobo's Construction Services, Inc. to the Board of Directors for review, and the Board has had the opportunity to review said proposed contract; and

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE TROY
COMMUNITY LAND BANK, AS FOLLOWS:

Section 1. The TCLB hereby finds and determines as follows:

- (A) The TCLB hereby approves all the terms and conditions of the proposed contract attached hereto and awards the Bid and Contract to Bobo's Construction Services, Inc. in the amount of \$169,800.00; and
- (B) The TCLB by and through its Executive Director and Board Chairman are authorized to execute all documents and make all payments pursuant to the contract; and
- (C) This Resolution shall be effective immediately upon passage.

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

Heather King	VOTING	_____
Suzanne Spellen	VOTING	_____
Sharon Nichols	VOTING	_____
Brian Barker	VOTING	_____
Andrew Cooper	VOTING	_____
Jeanette Nicholson	VOTING	_____
John Cubit	VOTING	_____
John Carmello	VOTING	_____

The foregoing Resolution was thereupon declared duly adopted.

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

I, the undersigned Secretary of the Troy Community Land Bank (the "TCLB"), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the TCLB, including the Resolution contained therein, held on February 13, 2020 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 Agency 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 Meetings Law; and (D) there was a quorum of the members of TCLB present throughout said meeting.

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 TCLB this 13th day of February, 2020

Secretary

(SEAL)

EXHIBIT A

Contract

- SEE ATTACHED -

CONTRACT

This contract is between the Troy Community Land Bank Corporation, and the contractor identified below and is dated _____, 2020.

OWNER: Troy Community Land Bank Corporation

Anthony Tozzi Executive Director
Room 701

200 Broadway
Troy, NY 12180

CONTRACTOR: Bobo's Construction Services, Inc.

52 Glen Avenue, Troy, NY 12180

PROJECT ENGINEER: R. Russell Reeves, CEng., P.E.

P.O. x Box 1433

Troy, NY 12181-1433

(518) 391-8285

PROJECT: Renovation of 11 Winnie Avenue, Troy, NY 12180

CONTRACT

ARTICLE 1- WORK TO BE PERFORMED UNDER THIS CONTRACT

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents which are set forth in ARTICLE 6. The qualified contractor will be required to provide the following: **See attached EXHIBIT A.**

ARTICLE 2- CONTRACT PRICE AND PAYMENTS

CONTRACTOR shall submit a written invoice to the OWNER every ten business days. Said invoice shall set forth, in detail; the work completed and for which CONTRACTOR is seeking

payment. OWNER shall pay CONTRACTOR the invoice amount, subject to any withholding of payments as set forth in ARTICLES 5 and 14, within thirty (30) days of receipt.

OWNER shall hold a retainage of five (5%) percent of the total CONTRACT price. Upon CONTRACTOR'S certifications to the OWNER, that the CONTRACT has been completed in accordance with all the CONTRACT documents, both OWNER and CONTRACTOR shall do a walk through to confirm completion, of the work. If OWNER is satisfied that the work is completed, OWNER shall release the retained amount to CONTRACTOR within five (5) business days of the final walk through.

Prior to the final payment on the CONTRACT, CONTRACTOR and its subcontractor's, if any, shall provide a written waiver of liens.

ARTICLE 3- COMMENCEMENT & COMPLETION DATES, ACCEPTANCE AND FINAL PAYMENT

1. When work is reported to be ready for final inspection and payment the Engineer and the Executive Director shall make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed, he will promptly prepare a final estimate of payment and the entire balance due the Contractor, including the retained percentage will be paid the Contractor by the Land Bank.

2. Before the final payment is due, the Contractor shall submit evidence satisfactory to the Engineer and the Executive Director that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens of the Contractor may submit in lieu of evidence of payment, a surety bond satisfactory to the Troy Land Bank guaranteeing payment of all disputed amounts when adjudicated in cases where such payment has not been already guaranteed by surety bond.

3. The acceptance by the Contractor of the final payment will be and will operate as a release to the Troy Land Bank of all claims and of all liability to the Contractor for all things done or furnished in connection with this work, and for every act and neglect of the Troy Land Bank and others relating to or arising out of this work, except the Contractor's claim for interest upon the final payment, if this payment should be improperly delayed.

4. After the completion of the work and acceptance of the work as being in full accordance with the Contract, the Troy Land Bank will pay and the Contractor shall accept in full. Consideration for the performance of the Contractor's obligations hereunder, the prices stated in his Proposal, as the same may have been increased or decreased by Change Orders. This provision, however, will not preclude the Troy Land Bank from withholding a stipulated amount from the final payment otherwise due the Contractor in the event that other provisions appearing herein will require and authorize such retention.

ARTICLE 4- LIQUIDATED DAMAGES

While there are no liquid damages associated with this project, The CONTRACTOR and OWNER recognize that time is of the essence and OWNER will suffer from the lack of use of this building if the work is not completed on or before the date specified. The Land Bank needs to have substantial completion of this work no later than May 15th, 2020 with the work completed in its entirety (project close-out and site clean-up) no later than May 29th, 2020.

ARTICLE 5- WITHHOLDING OF PAYMENTS

OWNER may withhold any payment, which the Project Engineer may refuse to recommend, for work certified by CONTRACTOR as completed and not actually completed. OWNER may also withhold payment because of claims having been made against the OWNER or liens filed in connection with the work. OWNER may continue to withhold such payment until the claims have been settled and the liens discharged to OWNER'S satisfaction.

The CONTRACT documents which comprise the entire CONTRACT between the OWNER and CONTRACTOR concerning the work consist of the following:

1. The CONTRACT,

2. Exhibits to the CONTRACT as follows:

a. Exhibit "A" Bid Document dated January 22nd, 2020.

b. Exhibit "B" Bid Proposal

c. Written orders for changes in the Work issued after execution of this Agreement:

d. The "Land Bank Grantee Agreement" entered into by and between the Troy Community Land Bank Corporation and Enterprise Community

Partners, and all attachments and appendixes thereto (the "ENTERPRISE Agreement"); and

The Exhibits set forth above are specifically identified and made a part hereof and are incorporated herein by reference.

ARTICLE 7- WARRANTY

CONTRACTOR shall warrant to OWNER as follows:

- a. The materials, components and equipment provided under the contract by CONTRACTOR and its subcontractors shall be of good quality and shall be new unless otherwise required by the specifications;
 - b. That the work of CONTRACTOR and its subcontractors will be free from defects except defects which are solely due to the specifications;
- That the work will conform to the specifications; ARTICLE 8.

ARTICLE 8 — SUBCONTRACTORS

With the written consent of OWNER, CONTRACTOR may use one or more subcontractors. CONTRACTOR shall not use any subcontractor to which OWNER has objected. CONTRACTOR shall be responsible for the work, acts and omissions of its subcontractors. The Subcontractor must comply with all insurance and indemnification requirements as set forth above and must submit all documentation required before work starts.

ARTICLE 9 — PROFESSIONAL LIABILITY POLICY/BONDS

Prior to the commencement of any work CONTRACTOR shall provide the City with a copy of its professional liability insurance policy. If CONTRACTOR fails to submit said policy then CONTRACTOR shall provide a 100% performance bond and a 100% labor/materials payment bond. Both bonds shall be from sureties acceptable to OWNER and, if signed by an agent, shall be accompanied by a certified copy of the agent's authority.

ARTICLE 10- INSURANCE

ARTICLE 11 – COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW

The work performed by the CONTRACTOR, and any materials and components provided by CONTRACTOR, shall comply with all applicable federal, state, and local laws, codes and regulations.

In the event any specification or other work requirements is deemed by CONTRACTOR to be inconsistent with sound design, safety or other practices, CONTRACTOR shall in writing promptly notify the project Engineer or OWNER of same.

CONTRACTOR shall submit all necessary documentation to the Troy Land Bank to satisfy the requirement for any required building permit or other permits and approvals and inspections.

ARTICLE 12 – SAFETY

CONTRACTOR shall be responsible for providing, maintaining and supervising reasonable safety precautions and programs in connection with the performance of its work. Such precautions and programs shall provide reasonable protection to prevent damage or injury to employees of the contractor, employees of other, other persons on or near the project site, the work and materials and equipment to be incorporated into the project and other property at the project site or near the project site. The Contractor is responsible for NYS Department of Labor and OSHA safety requirements and for worker safety.

ARTICLE 13 – INDEMNIFICATION

1. 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, 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.

2. The Contractor, intending to be legally bound, hereby expressly agrees and covenants to hold harmless and indemnify Enterprise, its directors, officers, agents and employees from and against any and all third party costs, losses, actions, liability, demands, claims, damages and expenses of any nature or any kind (including, but not limited to, indebtedness, penalties, fines, Enterprise's costs and reasonable legal fees) incurred in connection with this Grant or that arise out of any act or omission of the Contractor, any subcontractors of the Contractor, or of any of their respective employees or agents except to the extent any such costs, liability, demands, claims, damages or expenses result from Enterprise's gross negligence or willful misconduct. The Contractor shall be solely responsible and answerable in damages for any and all accidents or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor, or any Subcontractor pursuant to this Agreement. Contractor's obligations under this section shall survive termination of the agreement.

ARTICLE 14 – THE BOARD of COMMISSIONERS RIGHT TO REJECT WORK, STOP WORK OR COMPLETE WORK

If the Project Engineer determines that CONTRACTOR is not performing its work in accordance with the contract requirements, upon the recommendation of the Project Engineer, OWNER may, by written order, direct CONTRACTOR to stop its work or any portion thereof, and to correct such work. If CONTRACTOR refuses or neglects to commence to correct such work within three (3) days of the written notice or within such other time period as the Project Engineer may recommend, OWNER may

Correct such work and deduct the cost of correcting such work from amount due to CONTRACTOR, in addition to any other remedies which OWNER may have. OWNER may reject work that does not conform to this contract or to the specifications.

Article 15- SUSPENSION FOR CONVENIENCE OF THE OWNER

OWNER without cause may in writing, direct CONTRACTOR to suspend its work for a specified period of time. If OWNER does so, an adjustment shall be made in the contract price for increases in the costs to CONTRACTOR of performing the contract so that the CONTRACTOR is reasonably and fairly compensated.

Article 16- TERMINATION

CONTRACTOR may terminate the contract if the work is stopped or CONTRACTOR is prevented from performing the contract for a period of thirty (30) days through no act, omission or fault of CONTRACTOR or of any of its subcontractors or their officers, agents and employees, provided such stoppage or such prevention is due to any of the following reasons or causes:

- a. Order of a court or other public authority;
- b. Because the Project Engineer has not performed an act or duty he is required to perform;
- c. Because OWNER has not performed an act or duty it is required to perform;
- d. Because of a substantial breach of this contract by OWNER.

OWNER may terminate this contract for the following reasons or causes:

- a. CONTRACTOR refuses or fails to provide enough skilled workers or materials to perform the work in a timely manner;
- b. CONTRACTOR fails to make any required payment to any of its subcontractors;
- c. CONTRACTOR is performing work in violation of federal, state or local law, code or regulation;
- d. CONTRACTOR is in material breach of provision of the contract.

ARTICLE 17- MISC. PROVISIONS

- a. Provisions required by the New York General Municipal Law, copies of which are annexed, and any other statutorily mandated provisions, if any, are hereby made a part of this contract.
- b. Subsequent to the execution of this CONTRACT and before any work Takes place on the project, a pre-construction meeting shall take place between OWNER and CONTRACTOR.

- c. OWNER shall designate a "clerk of the works" who shall represent OWNER on the project and with whom CONTRACTOR shall work and communicate with, in addition to working with the Project Engineer.

- d. CONTRACTOR shall keep the project site free from scrap and waste materials and trash caused by CONTRACTOR'S work and the work of its subcontractors. After

CONTRACTOR has completed its work, CONTRACTOR shall remove from the project site all of its waste materials, scraps, trash, equipment, materials and the like.

e. There shall be a progress meeting once a week between CONTRACTOR and OWNER to discuss the status of the project and any anticipated delays or problems.

f. Neither party may assign this contract or any of the rights under it, nor subcontract any work to be performed under it, without the prior written consent of the other party.

g. A waiver by a party of any breach or provision of this contract shall not be construed to be a waiver by such party of any other breach or provisions.

h. The paragraph headings of this contract are for the convenience of the parties only.

i. The invalidity or unenforceability of any provision of this contract shall not affect the validity or enforceability of any other provision.

j. This contract contains the entire agreement of the parties and may not be changed orally. All changes must be in writing and signed by the party agreeing to the change.

ARTICLE 18- ADDITIONAL GROUNDS FOR CANCELLATION OF AGREEMENT
BY THE LAND BANK; DISQUALIFICATION FOR FUTURE CONTRACTS WITH
PUBLIC AUTHORITIES

This clause is required by general Municipal Law Section 103-a): Upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a municipal department, or other municipal 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 any political subdivision thereof, a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

- a. such person, and any firm, partnership or corporation of which he is a 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 municipal corporation, or any public department, agency or thereof, for goods, work or services, for a period of five years after refusal, and
- b. any and all contracts made with any municipal corporation or any public

department, agency or official thereof on or after the first day of July, nineteen hundred fifty nine or after the first day of September, nineteen hundred sixty, by such person, and day any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owed by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

ARTICLE 19.

PROHIBITION OF CONTRACT ASSIGNMENT

19.1 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.

19.2 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 20.

COOPERATION

20.1 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 21.

NON-DISCRIMINATION

20.1 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.

20.2 Contractor shall not discriminate in its activities and operations in connection with this Agreement on the basis of age, race, creed, ethnicity, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by the United States federal, state, or local law or regulation. Grantee expressly agrees not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.

20.3 Contractor shall require any Subcontractor, or Sub-Subcontractor receiving Grant Proceeds to comply with the obligations set forth in this section, including by providing their express agreement not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.

ARTICLE 22. IRANIAN ENERGY SECTOR DIVESTMENT

22.1 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 23. INDEPENDENT CONTRACTOR STATUS

23.1 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 24. NON-COLLUSIVE BIDDING

24.1 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 25.

NO WAIVER OF PERFORMANCE

25.1 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 26.

ADDITIONAL WORK

26.1 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. Acceptance of any additional work be at the sole discretion of the Land Bank.

26.2 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 27.

LICENSES

27.1 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.

28.1 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 28.

PARTIAL INVALIDITY

29.1 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 29.

HEADINGS – CONSTRUCTION

30.1 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 30.

NOTICES

31.1 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 31.

GOVERNING LAW AND LEGAL ACTION

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

ARTICLE 32.

ENTIRE AGREEMENT

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

ARTICLE 33.

MODIFICATION

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

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

On the _____ day of _____, 2020, before me, the undersigned, personally appeared ANTHONY TOZZI 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

DATED: _____

BY: _____

Contractor Name: _____

Title: _____

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

On the _____ day of _____, 2020, 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 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

EXHIBIT A

Bid Document dated January 22nd, 2020.

EXHIBIT B

Bid Proposal and Scope of Work

Bobo's Construction Service Inc.

Itemized List of Required Structural Mitigation Measures for 11 Winnie Avenue Troy, New York:

Engineer's Estimate of Quantities Revised February 11, 2020

Engineer's Estimate of Quantities of Construction						
Item Number	Item Description	Qty	Unit	Unit Cost	Total Item Cost	
1.0	Remove and replace the existing front porch 5' wide x 17'-6" length along with the associated skeletal framing, column support, plywood roof deck, ice and water shield, 15lb felt paper and 30 year architectural roof shingles.	108	SF	\$	\$ 4,000.00	
2.0	Install 2 ea-1-3/4" x 7 1/4" microlam (40 lf) beams, bolted each side of the existing main bearing beam and supported by 3" diameter steel adjustable lally columns (6 ea) and 24" x 24" x 10" reinforced concrete footings (6 ea).	LS	LS	\$	\$ 3,000.00	
3.0	Install 2" x 6" collar ties (36 pieces @ 4' length) at every rafter location and a 2" x 6" longitudinal plate (44' each side- 88' total), continuous at each rafter mid-span (known as the point of inflection) along the Northerly and Southerly rafter bays of the attic area. This will reduce the span of the roof rafters and reduce the deflection in the roof framing.	LS	LS	\$	\$ 3,000.00	
4.0	Install two (2) full bathrooms with standard toilet, sink, mirror, vanity, shower/tub unit with the associated overhead light/vent combination, GFCI outlet, first and second floor.	2	Ea.		10,000.00	
5.0	Install a new roof including 3/4" CDX plywood, 15 lb asphaltic felt paper, ice and water shield and 30 year architectural roof shingles. (12 1/2 squares).	1,232	Sq. ft.	\$	\$ 9,000.00	
6.0	Remove all water damaged plaster, lathing, sheet rock coverings and insulation throughout the building on the first and second floor levels. Apply 1 part chlorox, 2 parts water and ivory liquid detergent as a wetting agent to all remaining molded surfaces, ie. Wood work, floors, basement, first and second floor- joists as needed.	LS	LS	\$	\$ 10,000.00	

4.0 B	STAIR SET OF CABINETS	L.F	L.F	\$1,800.00
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Engineer's Estimate of Quantities of Construction Cont'				
Item Number	Item Description	Qty	Unit	Unit Cost
7.0	Remove and replace rear porch area that has a 5'-8" width x 18'-8" length and extends to the first and second floor levels as a secondary means of egress. The new two story replacement porch/decking is not enclosed and is 5'x18' in dimension and extends to the second floor. An 5'x5' landing area is attached to the porch with access stairs down to a first level landing and then extends to grade level.	LS	LS	\$9,000.00
8.0	Repair the access stairs (13 treads) to the second floor and provide a new handrail at a height of 36".	LS	L.S.	\$500.00
9.0	Install five pilasters along each interior perimeter face of the North and South foundation walls (10 pilasters total). This will insure lateral stability of each wall section with the presence of hydrostatic pressure for which basement walls are not designed to accommodate. Install a bearing beam (40 lf.) that consists of 3ea. 2"x6" bolted together with 1/2" diam carriage bolts @ 14" on-center on top of the pilasters to provide supplemental support to the floor joists at the Northernly and Southernly foundation walls (80 lf total-both the Northernly & Southernly walls).	LS	L.S.	\$9,000.00
10.0	Replace the incoming electrical service and meter. With a 200 amp service. Provide new wiring, outlets, switches, ceiling lighting in each room on each floor and in the front staircase & basement area in accordance with the 2014 NEC.	L.S.	LS	\$17,000.00
11.0	Install a hatch way with cover in the front closet (second floor area) to afford access to the attic area and replace the front attic window.	LS	L.S.	\$500.00

12.0 (a).	Remove and replace the existing front and (2) rear access doors with metal doors and associated locking hardware.	3	Ea.	\$	\$ 9,000.00
12.0 (b)	Replace all interior doors with hollow core 6 panel wood doors, painted with lock sets (except for closet doors).	10	Ea.	\$	\$
13.0	Install 6" gutters and downspouts along the Northernly and Southernly roof lines with downspouts directed to the rear of the property. (44' length of roof line).	88	L.F.	\$	\$1,500.00
14.0	Remove and replace the front chain link fence (50' length), chain link fence gate and provide a 4' wide x 4" thick concrete access sidewalk (6') that extends from Winnie Avenue to the front porch.	L.S.	L.S.	\$	\$ 4,000.00
15.0	Install 4" R-15 fiberglass batt insulation in all interior and exterior walls, 10 1/2", R-38 fiberglass batt insulation in the second floor ceiling, 6" fiberglass batt insulation in the first floor ceiling for sound control and in the basement area floor joists for R-19 insulation. floor dimensions: 17' w x 39'-2"). First floor wall height: 8'-5". Second floor wall height: 7'-10".	L.S.	L.S.	\$	\$ 18,000.00

Engineer's Estimate of Quantities of Construction					
Item Number	Item Description	Qty	Unit	Unit Cost	Total Item Cost
16.0	Install all new 1/2" type X fire rated sheet rock through the building on the first and second floors. Tape and paint with Behr - semi-gloss paint (white). Floor dimensions: 17' w x 39'-2"). First floor wall height: 8'-5". Second floor wall height: 7'-10". Provide Colonial Base - Clear pine moulding profile; WM624, 662. And clear pine door jam moulding.	L.S.	L.S.	\$	\$ 18,000.00
17.0	Provide 220 volt dryer hook-up and 120 volt GFCI outlet with the associated plumbing for the washer machine hook-up in the first floor laundry room.	L.S.	L.S.	\$	\$ 2,500.00
18.0	Remove the existing HVAC system and associated ductwork. Provide a new HVAC system with direct venting of sufficient capacity to serve the home.	L.S.	L.S.	\$	\$ 7,000.00

19.0	Remove the existing hot water heater and install a new 40 gallon hot water heater with vent piping.	1	Ea.			\$ 1,000.00
20.0	Install new flooring throughout the entire house (vinyl plank flooring)-Acacia style 3.2 mm thickness along with the corresponding moulding- SKU ss24301. First & Second floors (39'-2" x 17'). 1332 sq. ft. - both floors	1,332	Sq. ft.			\$ 12,000.00
21.0	Provide the following appliances: i). Amana Range: 5.9 c.f. electric range model NE 59M 4310SS. ii). Whirlpool recirculating range hood. 30" model UXT4030ADS. iii). Amana Dishwasher model ADB 1400 AGS. iv). Samsung 1.9 cu. Ft. Microwave model ME19R7041FS. v). Amana 18.2 cf. top-freezer refrigerator stainless steel model ART 308 FFDMM. (appliances from Best-Buy or equal).	LS	LS			\$ 3,500.00

Engineer's Estimate of Quantities of Construction Cont'						
Item Number	Item Description	Qty	Unit	Unit Cost	Total Item Cost	
22.0	Install two new windows W-16. (first floor laundry room and W-13 second floor bathroom). 23 3/4" x 22 3/4" dimension. SKU 4550501	2	ea	\$	\$ 500.00	
23.0	Install new Pex plumbing for the potable water supply lines throughout the building.	L.S.	L.S.	\$	\$ 2,500.00	
24.0	Replace the existing sanitary plumbing with new SCH 40 PVC waste lines, traps and vents in accordance with the IBC Plumbing Code 2015.	L.S.	L.S.	\$	\$ 7,000.00	
25.0	Install hardwired smoke detectors with combination carbon monoxide detectors in each bedroom, hallway outside the bedroom and as shown on the plan. Install heat detection and carbon monoxide detection in the basement adjacent to all gas appliances.	10	Ea.	\$	\$ 2,500.00	
				Total Amount:		

Bid Alternate A: The Troy Community Land Bank has arranged for asbestos testing by Alpine Environmental Testing Inc. Based on the asbestos report the contractor shall for a sub-contractor who is asbestos certified and shall provide a separate bid amount (Bid Alternate A) for asbestos abatement as required during the course of the work activity and in accordance with NYS DOL Code Rule 56 and the Asbestos Survey by Alpine Environmental

Gross Amount of Bid for Contract: \$157,800.00
 (Figures)
 one hundred and fifty seven thousand eight hundred and eighty
 (Words)
 Dollars
 and eight hundred and eighty
 (Words)
 Cents.

Amount of Bid for Bid Alternate A: \$12,000.00
 (Figures)
 \$12,000
 (Words)
 Dollars
 and zero
 (Words)
 Cents.

EXHIBIT C

Written orders for changes in the Work issued after execution of this Agreement:

EXHIBIT D

The "Land Bank Grantee Agreement" entered into by and between the Troy Community Land Bank Corporation and Enterprise Community Partners, and all attachments and appendixes thereto (the "ENTERPRISE Agreement"); and

SCHEDULE A

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 (Accord 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.

**Resolution to Approve Contract For Structural Stabilization of Damaged Areas
To the Building Situated at 3229 Sixth Avenue Troy, N.Y.**

A regular meeting of the Troy Community Land Bank Corporation (the "TCLB") was convened in public session at City Hall located at 433 River Street, 5th Floor in the City of Troy, Rensselaer County, New York on February 13, 2020 at 8:30 a.m. 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	_____
Sharon Nichols	Treasurer	_____
Brian Barker	Secretary	_____
Andrew Cooper	Member	_____
Jeanette Nicholson	Member	_____
John Cubit	Member	_____
John Carmello	Member	_____

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Anthony Tozzi	Chief Executive Officer
Catherine Hedgeman, Esq.	Agency Counsel

The following resolution was offered by _____, seconded by _____, to wit:

**Resolution to Approve Contract For Structural Stabilization of Damaged Areas To the Building
Situated at 3229 Sixth Avenue, Troy, N.Y.**

WHEREAS, the Troy Community Land Bank (Land Bank) sought a proposal pursuant to its Procurement Policy for Structural Stabilization Services for 3229 Sixth Avenue regarding the property located at 3229 Sixth Avenue; and

WHEREAS, in response thereto, Bobo's Construction Services, Inc. has submitted a bid and proposed contract to render the Structural Stabilization Services in the amount of \$98,000 which is attached hereto ; and

WHEREAS, the Land Bank, through its Executive Director, has submitted the proposed contract from Bobo's Construction Services, Inc to the Board of Directors for review, and the Board has had the opportunity to review said proposed contract; and

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE TROY COMMUNITY LAND BANK, AS FOLLOWS:

Section 1. The TCLB hereby finds and determines as follows:

- (A) The TCLB hereby approves all the terms and conditions of the proposed contract attached hereto; and
- (B) The TCLB hereby approves all the terms and conditions of the proposed contract attached hereto and awards the Bid and Contract to Bobo's Construction Services, Inc. in the amount of \$98,000; and
- (C) The TCLB by and through its Executive Director and Board Chairman are authorized to execute all documents and make all payments pursuant to the contract; and
- (D) This Resolution shall be effective immediately upon passage.

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

Heather King	VOTING	_____
Suzanne Spellen	VOTING	_____
Sharon Nichols	VOTING	_____
Brian Barker	VOTING	_____
Andrew Cooper	VOTING	_____
Jeanette Nicholson	VOTING	_____
John Cubit	VOTING	_____
John Carmello	VOTING	_____

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK
(
SS.:)
(
COUNTY OF RENSSELAIR)

I, the undersigned Secretary of the Troy Community Land Bank (the "TCLB"), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the TCLB, including the Resolution contained therein, held on February 13, 2020 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 Agency 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 Meetings Law; and (D) there was a quorum of the members of TCLB present throughout said meeting.

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 TCLB this 13th day of February, 2020

Secretary

(SEAL)

EXHIBIT A

Contract

- SEE ATTACHED -

CONTRACT

This contract is between the Troy Community Land Bank Corporation, and the contractor identified below and is dated _____, 2020.

OWNER: Troy Community Land Bank Corporation

Anthony Tozzi Executive Director

Room 701

200 Broadway

Troy, NY 12180

CONTRACTOR: Bobo's Construction Services, Inc.

52 Glen Avenue, Troy, NY 12180

PROJECT ENGINEER: R. Russell Reeves, CEng., P.E.

P.O. x Box 1433

Troy, NY 12181-1433

(518) 391-8285

PROJECT: Structural Stabilization of 3229-6th Avenue, Troy, NY 12180

CONTRACT

ARTICLE 1- WORK TO BE PERFORMED UNDER THIS CONTRACT

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents which are set forth in ARTICLE 6. The qualified contractor will be required to provide the following:

See attached EXHIBIT A.

ARTICLE 2- CONTRACT PRICE AND PAYMENTS

CONTRACTOR shall submit a written invoice to the OWNER every ten business days. Said invoice shall set forth, in detail; the work completed and for which CONTRACTOR is seeking payment. OWNER shall pay CONTRACTOR the invoice amount, subject to any withholding of payments as set forth in ARTICLES 5 and 14, within thirty (30) days of receipt.

OWNER shall hold a retainage of five (5%) percent of the total CONTRACT price. Upon CONTRACTOR'S certifications to the OWNER, that the CONTRACT has been completed in accordance with all the CONTRACT documents, both OWNER and CONTRACTOR shall do a walk through to confirm completion, of the work. If OWNER is satisfied that the work is completed, OWNER shall release the retained amount to CONTRACTOR within five (5) business days of the final walk through.

Prior to the final payment on the CONTRACT, CONTRACTOR and its subcontractor's, if any, shall provide a written waiver of liens.

ARTICLE 3- COMMENCEMENT & COMPLETION DATES, ACCEPTANCE AND FINAL PAYMENT

1. When work is reported to be ready for final inspection and payment the Engineer and the Executive Director shall make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed, he will promptly prepare a final estimate of payment and the entire balance due the Contractor, including the retained percentage will be paid the Contractor by the Land Bank.

2. Before the final payment is due, the Contractor shall submit evidence satisfactory to the Engineer and the Executive Director that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens of the Contractor may submit in lieu of evidence of payment, a surety bond satisfactory to the Land Bank guaranteeing payment of all disputed amounts when adjudicated in cases where such payment has not been already guaranteed by surety bond.

3. The acceptance by the Contractor of the final payment will be and will operate as a release to the Land Bank of all claims and of all liability to the Contractor for all things done or furnished in connection with this work, and for every act and neglect of the Land Bank and others relating to or arising out of this work, except the Contractor's claim for interest upon the final payment, if this payment should be improperly delayed.

4. After the completion of the work and acceptance of the work as being in full accordance with the Contract, the Land Bank will pay and the Contractor shall accept in full. Consideration for the performance of the Contractor's obligations hereunder, the prices stated in his Proposal, as the same may have been increased or decreased by Change

Orders. This provision, however, will not preclude the Troy Land Bank from withholding a stipulated amount from the final payment otherwise due the Contractor in the event that other provisions appearing herein will require and authorize such retention.

ARTICLE 4- LIQUIDATED DAMAGES

While there are no liquid damages associated with this project, The CONTRACTOR and OWNER recognize that time is of the essence and OWNER will suffer from the lack of use of this building if the work is not completed on or before the date specified. The Land Bank needs to have substantial completion of this work no later than May 15th, 2020 with the work completed in its entirety (project close-out and site clean-up) no later than May 29th, 2020.

ARTICLE 5- WITHHOLDING OF PAYMENTS

OWNER may withhold any payment, which the Project Engineer may refuse to recommend, for work certified by CONTRACTOR as completed and not actually completed. OWNER may also withhold payment because of claims having been made against the OWNER or liens filed in connection with the work. OWNER may continue to withhold such payment until the claims have been settled and the liens discharged to OWNER'S satisfaction.

ARTICLE 6- CONTRACT DOCUMENTS

The CONTRACT documents which comprise the entire CONTRACT between the OWNER and CONTRACTOR concerning the work consist of the following:

1. The CONTRACT,

2. Exhibits to the CONTRACT as follows:

a. Exhibit "A" Bid Document dated January 22^{ed}, 2020.

b. Exhibit "B" Bid Proposal

c. Written orders for changes in the Work issued after execution of this Agreement:

d. The "Land Bank Grantee Agreement" entered into by and between the Troy Community Land Bank Corporation and Enterprise Community Partners, and all attachments and appendixes thereto (the "ENTERPRISE Agreement"); and

The Exhibits set forth above are specifically identified and made a part hereof and are incorporated herein by reference.

ARTICLE 7- WARRANTY

CONTRACTOR shall warrant to OWNER as follows:

- a. The materials, components and equipment provided under the contract by CONTRACTOR and its subcontractors shall be of good quality and shall be new unless otherwise required by the specifications;
- b. That the work of CONTRACTOR and its subcontractors will be free from defects except defects which are solely due to the specifications;

ARTICLE 8 — SUBCONTRACTORS

With the written consent of OWNER, CONTRACTOR may use one or more subcontractors. CONTRACTOR shall not use any subcontractor to which OWNER has objected. CONTRACTOR shall be responsible for the work, acts and omissions of its subcontractors. The Subcontractor must comply with all insurance and indemnification requirements as set forth above and must submit all documentation required before work starts.

ARTICLE 9 — PROFESSIONAL LIABILITY POLICY/BONDS

Prior to the commencement of any work CONTRACTOR shall provide the City with a copy of its professional liability insurance policy. If CONTRACTOR fails to submit said policy then CONTRACTOR shall provide a 100% performance bond and a 100% labor/materials payment bond. Both bonds shall be from sureties acceptable to OWNER and, if signed by an agent, shall be accompanied by a certified copy of the agent's authority.

ARTICLE 10-INSURANCE

See Schedule A attached.

ARTICLE 11 – COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW

The work performed by the CONTRACTOR, and any materials and components provided by CONTRACTOR, shall comply with all applicable federal, state, and local laws, codes and regulations.

In the event any specification or other work requirements is deemed by CONTRACTOR to be inconsistent with sound design, safety or other practices, CONTRACTOR shall in writing promptly notify the project Engineer or OWNER of same.

CONTRACTOR shall submit all necessary documentation to the Troy Land Bank to satisfy the requirement for any required building permit or other permits and approvals and inspections.

ARTICLE 12 – SAFETY

CONTRACTOR shall be responsible for providing, maintaining and supervising reasonable safety precautions and programs in connection with the performance of its work. Such precautions and programs shall provide reasonable protection to prevent damage or injury to employees of the contractor, employees of other, other persons on or near the project site, the work and materials and equipment to be incorporated into the project and other property at the project site or near the project site. The Contractor is responsible for NYS Department of Labor and OSHA safety requirements and for worker safety.

ARTICLE 13 – INDEMNIFICATION

1. 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.

2. The Contractor, intending to be legally bound, hereby expressly agrees and covenants to hold harmless and indemnify Enterprise, its directors, officers, agents and employees from and against any and all third party costs, losses, actions, liability, demands, claims, damages and expenses of any nature or any kind (including, but not limited to, indebtedness, penalties, fines, Enterprise's costs and reasonable legal fees) incurred in connection with this Grant or that arise out of any act or omission of the Contractor, any Subcontractors of the Contractor, or of any of their respective employees or agents except to the extent any such costs, liability, demands, claims, damages or expenses result from Enterprise's gross negligence or willful misconduct. The Contractor shall be solely responsible and answerable in damages for any and all accidents or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor, or any Subcontractor pursuant to this Agreement. Contractor's obligations under this section shall survive termination of the agreement.

ARTICLE 14 – THE BOARD of COMMISSIONERS RIGHT TO REJECT WORK, STOP WORK OR COMPLETE WORK

If the Project Engineer determines that CONTRACTOR is not performing its work in accordance with the contract requirements, upon the recommendation of the Project Engineer, OWNER may, by written order, direct CONTRACTOR to stop its work or any portion thereof, and to correct such work. If CONTRACTOR refuses or neglects to commence to correct such work within three (3) days of the written notice or within such other time period as the Project Engineer may recommend, OWNER may

Correct such work and deduct the cost of correcting such work from amount due to CONTRACTOR, in addition to any other remedies which OWNER may have.

OWNER may reject work that does not conform to this contract or to the specifications.

ARTICLE 15- SUSPENSION FOR CONVENIENCE OF THE OWNER

OWNER without cause may in writing, direct CONTRACTOR to suspend its work for a specified period of time. If OWNER does so, an adjustment shall be made in the contract price for increases in the costs to CONTRACTOR of performing the contract so that the CONTRACTOR is reasonably and fairly compensated.

ARTICLE 16- TERMINATION

CONTRACTOR may terminate the contract if the work is stopped or CONTRACTOR is prevented from performing the contract for a period of thirty (30) days through no act, omission or fault of CONTRACTOR or of any of its subcontractors or their officers, agents and employees, provided such stoppage or such prevention is due to any of the following reasons or causes:

- a. Order of a court or other public authority;
- b. Because the Project Engineer has not performed an act or duty he is required to perform;
- c. Because OWNER has not performed an act or duty it is required to perform;
- d. Because of a substantial breach of this contract by OWNER.

OWNER may terminate this contract for the following reasons or causes:

- a. CONTRACTOR refuses or fails to provide enough skilled workers or materials to perform the work in a timely manner;
- b. CONTRACTOR fails to make any required payment to any of its subcontractors;
- c. CONTRACTOR is performing work in violation of federal, state or local law, code or regulation;
- d. CONTRACTOR is in material breach of provision of the contract.

ARTICLE 17- MISC. PROVISIONS

- a. Provisions required by the New York General Municipal Law, copies of which are annexed, and any other statutorily mandated provisions, if any, are hereby made a part of this contract.
- b. Subsequent to the execution of this CONTRACT and before any work Takes place on the project, a pre-construction meeting shall take place between OWNER and CONTRACTOR.
- c. OWNER shall designate a "clerk of the works" who shall represent

OWNER on the project and with whom CONTRACTOR shall work and communicate with, in addition to working with the Project Engineer.

- d. CONTRACTOR shall keep the project site free from scrap and waste materials and trash caused by CONTRACTOR'S work and the work of its subcontractors. After CONTRACTOR has completed its work, CONTRACTOR shall remove from the project site all of its waste materials, scraps, trash, equipment, materials and the like.

- e. There shall be a progress meeting once a week between CONTRACTOR and OWNER to discuss the status of the project and any anticipated delays or problems.
 - f. Neither party may assign this contract or any of the rights under it, nor subcontract any work to be performed under it, without the prior written consent of the other party.
 - g. A waiver by a party of any breach or provision of this contract shall not be construed to be a waiver by such party of any other breach or provisions.
 - h. The paragraph headings of this contract are for the convenience of the parties only.
 - i. The invalidity or unenforceability of any provision of this contract shall not affect the validity or enforceability of any other provision.
 - j. This contract contains the entire agreement of the parties and may not be changed orally. All changes must be in writing and signed by the party agreeing to the change.
- ARTICLE 18- ADDITIONAL GROUNDS FOR CANCELLATION OF AGREEMENT**
BY THE LAND BANK, DISQUALIFICATION FOR FUTURE CONTRACTS WITH
PUBLIC AUTHORITIES
- This clause is required by general Municipal Law Section 103-a): Upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a municipal department, or other municipal 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 any political subdivision thereof, a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,
- a. such person, and any firm, partnership or corporation of which he is a 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 municipal corporation, or any public department, agency or thereof, for goods, work or services, for a period of five years after refusal, and

b. any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty nine or after the first day of September, nineteen hundred sixty, by such person, and bay any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owed by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

ARTICLE 19.

PROHIBITION OF CONTRACT ASSIGNMENT

19.1 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.

19.2 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 20.

COOPERATION

20.1 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 21.

NON-DISCRIMINATION

20.1 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.

20.2 Contractor shall not discriminate in its activities and operations in connection with this Agreement on the basis of age, race, creed, ethnicity, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by the United States federal, state, or local law or regulation. Grantee expressly agrees not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. §

3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.

20.3 Contractor shall require any Subcontractor, or Sub-Subcontractor receiving Grant Proceeds to comply with the obligations set forth in this section, including by providing their express agreement not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.

ARTICLE 22.

IRANIAN ENERGY SECTOR DIVESTMENT

22.1 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 23.

INDEPENDENT CONTRACTOR STATUS

23.1 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 24.

NON-COLLUSIVE BIDDING

24.1 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 25.

NO WAIVER OF PERFORMANCE

25.1 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 26.

ADDITIONAL WORK

26.1 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. Acceptance of any additional work be at the sole discretion of the Land Bank.

26.2 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 27.

LICENSES

27.1 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 28.

PARTIAL INVALIDITY

28.1 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 29.

HEADINGS – CONSTRUCTION

29.1 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 30. NOTICES

30.1 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 31. GOVERNING LAW AND LEGAL ACTION

31.1 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 32. ENTIRE AGREEMENT

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

ARTICLE 33. MODIFICATION

33.1 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: _____
Anthony Tozzi
Executive Director

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

On the _____ day of _____, 2020, before me, the undersigned, personally appeared ANTHONY TOZZI 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

DATED: _____

BY: _____

Contractor Name: _____

Title: _____

STATE OF NEW YORK)

COUNTY OF _____) SS.: _____

On the _____ day of _____, 2020, 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 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

EXHIBIT A

Bid Document dated January 22nd, 2020.

EXHIBIT B

Bid Proposal and Scope of Work

Engineer's Description of the Work

Itemized List of Required Structural Mitigation Measures for 3229 Sixth Avenue Troy, New York:

December 12th, 2019 (Revised January 15th, 2020) Engineer's Estimate of Quantities

Engineer's Estimate of Quantities of Construction					
Item Number	Item Description	Qty	Unit	Unit Cost	Total Item Cost
1.0	Replace the existing circuit breaker boxes with a 200 amp circuit breaker box with a main disconnect switch. Provide a four outlet GFCI 20 amp circuit on each floor level and in the basement for the purposes of construction. Provide LED construction lighting in the basement, each floor level and each staircase for construction purposes and for safe access.	LS	LS		\$4,000.00
2.0	Remove the existing main electrical service and meter boxes and install a new electrical service with the associated meter box.	LS	LS		\$3,000.00
3.0	Install a 17 lb ABC fire extinguisher in the basement and on the first and second floor levels, wall mounted.	3.	each		\$500.00
4.0	Remove the Southerly exterior 6'-6" x 8'-6" addition. Provide 2" x 6" at 16" on center wall studs to infill the existing interior door opening associated with the side addition. Provide OSB paneling on the interior studing and T111 siding on the exterior in order to seal the opening of the addition. Refer to the framing detail to cover openings in the masonry wall enclosed within the construction package.	L.S.	L.S.		\$4,500.00
5.0	Provide temporary support to the Westerly roof overhang. Saw cut and remove the failing roof overhang framing and associated column support. Repair damaged brick masonry using Amerimix Type S masonry mortar. It is recommended that steel scaffolding braced to the existing building be utilized for this application.	LS	LS		\$6,000.00

Gross Amount of Bid for Contract: \$83,500.00
(Figures)
Eighty Three Thousand
(Words)
Dollars
and Five Hundred dollars
(Words)
Cents.

Bid Alternate A: The Troy Community Land Bank has arranged for asbestos testing by Alpine Environmental Testing Inc. Based on the asbestos report, the contractor shall retain a sub-contractor who is asbestos certified for asbestos abatement and shall provide a separate bid amount (Bid Alternate A) for this work activity. All asbestos remediation work associated with this project shall be completed in accordance with NYS DOL Code Rule 56 and as required by the results of Asbestos Survey by Alpine Environmental. The payment to the sub contractor for all asbestos work shall be based upon the amount and character of ACM encountered, and the extent of disturbance to these areas. It is recognized that the amount provided below represents a base bid for this work activity with the final cost being based upon the quantity of removals required.

Amount of Bid for Bid Alternate A: \$14,500.00 ~~\$23,500.00~~
 (Figures) 14,500

Fourteen Thousand (Words)
and five hundred (Words)
cents Cents
 Dollars

Gross Amount of Bid for Contract: \$14,500.00 ~~\$23,500.00~~
 (Figures) 14,500

Fourteen Thousand (Words)
and five hundred (Words)
cents Cents
 Dollars

EXHIBIT C

Written orders for changes in the Work issued after execution of this Agreement:

EXHIBIT D

The "Land Bank Grantee Agreement" entered into by and between the Troy Community Land Bank Corporation and Enterprise Community Partners, and all attachments and appendixes thereto (the "ENTERPRISE Agreement"); and

SCHEDULE A

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 (Accord 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.

54 FIFTH AVENUE RENOVATION - SCOPE OF WORK, QUANTITIES, MATERIALS, MATER

Remove and replace any water damaged insulation

Patch and repair all drywall

Apply 2 coats of paint to all walls, ceilings, doors and trim

Patch and repair all water damaged subfloor

Install new 1/4" plywood uderlayment in all rooms

Install new LVP floor in all rooms except bathrooms

Install new Vinyl sheet floor in bathrooms

Install new base shoe molding

Istall new Masonite door on all rooms and closets

Install new steel entry doors on front and back of both apartments

Replace all wood sash windows with new vinyl replacement windows.

Infill and install shorter windows in both kitchens to accommodate additional counter space

Install new cabinets, countertop and appliances in both kitchens

Install new fixtures in both bathrooms

Install new boiler and hot water baseboard heat

Update electrical to meet code

Remove front staircase and construct new stairs to basement and second floor

Construct new 6' x 6' decks with steps and railings on front and back entries

Pour new floor 4" concrete floor with vapor barrier in cellar

Quantity	Units	Description	Material per unit	Material total
11	each	2-6 x 6-8 Masonite unit	\$ 118.00	\$ 1,298.00
4	each	2-0 Masonite slab	\$ 33.00	\$ 132.00
2	each	4' bypass hardware	\$ 11.94	\$ 23.88
6	each	1x6x8 pine	\$ 13.28	\$ 79.68
6	each	1x3x8	\$ 8.47	\$ 50.82
11	each	door knobw	\$ 23.49	\$ 15.00

4	each	36" entry unit	\$ 229.00	\$ 916.00
1	each	front entry with sidelite	\$ 1,000.00	\$ 1,000.00
1	each	lockset	\$ 50.00	\$ 50.00
1	each	lockset	\$ 100.00	\$ 100.00
11	each	2-10x6-0	\$ 325.00	\$ 3,575.00
6	each	2-10x4-0	\$ 225.00	\$ 1,350.00
		DOORS & WINDOWS		\$ 8,590.38
Quantity	Units	Description	Material per unit	Material total
2	each	tub shower units	\$ 835.00	\$ 1,670.00
2	each	water closets	\$ 253.00	\$ 506.00
1	each	pedestal sink	\$ 350.00	\$ 350.00
1	each	vanity	\$ 500.00	\$ 500.00
2	each	kitchen sink	\$ 475.00	\$ 950.00
2	each	water heaters	\$ 1,950.00	\$ 3,900.00
		PLUMBING		\$ 7,876.00
Quantity	Units	Description	Material per unit	Material total
1	each	400 MBH Boiler	\$ 5,925.00	\$ 5,925.00
200	each	hot water baseboard	\$ 8.70	\$ 1,740.00
		HEAT		\$ 7,665.00
Quantity	Units	Description	Material per unit	Material total
2	each	2x12x8	\$ 8.66	\$ 17.32
12	each	concrete mix	\$ 4.50	\$ 54.00
2	each	72" steel post	\$ 132.16	\$ 264.32
3	each	9 1/4 x 8' microlam	\$ 35.00	\$ 105.00
3	each	2x12x12	\$ 26.32	\$ 78.96
4	each	1x8x12	\$ 22.03	\$ 88.12
11	each	48" stair tread	\$ 10.63	\$ 116.93
2	each	4x4x8	\$ 11.16	\$ 22.32
6	each	2x4x12	\$ 5.42	\$ 32.52

		CELLAR STAIRS		\$ 779.49
Quantity	Units	Description	Material per unit	Material total
36	each	2x8x8	\$ 9.53	\$ 343.08
3	each	3/4" t&g plywood	\$ 32.08	\$ 96.24
6	each	2x12x12	\$ 26.32	\$ 157.92
6	each	1x8x12	\$ 22.03	\$ 132.18
18	each	stair tread	\$ 10.63	\$ 191.34
16	each	handrail brackets	\$ 4.48	\$ 71.68
5	each	handrail brackets	\$ 30.48	\$ 152.40
20	each	2x6x10	\$ 7.06	\$ 141.20
20	each	1/2" x 10' drywall	\$ 16.98	\$ 339.60
2	each	compound	\$ 13.98	\$ 27.96
12	each	1 1/4" x 8' casing	\$ 7.97	\$ 95.64
6	each	1x6x8 pine	\$ 13.28	\$ 79.68
1	each	hardware	\$ 100.00	\$ 100.00
		FRONT STAIRS		\$ 1,928.92
Quantity	Units	Description	Material per unit	Material total
2	each	B18	\$ 246.37	\$ 492.74
2	each	DB18	\$ 259.60	\$ 519.20
2	each	SB36	\$ 305.17	\$ 610.34
2	each	CB36	\$ 201.60	\$ 403.20
2	each	B12	\$ 226.96	\$ 453.92
2	each	WC2430	\$ 207.90	\$ 415.80
2	each	W2430	\$ 108.00	\$ 216.00
2	each	72 left corner counter	\$ 146.00	\$ 292.00
2	each	48 rt corner countertop	\$ 146.00	\$ 292.00
2	each	48" counter	\$ 96.00	\$ 192.00
4	each	3" filters	\$ 21.98	\$ 87.92
22	each	door knobs	\$ 3.28	\$ 72.16

2	each	Fridge	\$ 746.00	\$ 1,492.00
2	each	Electric range	\$ 599.00	\$ 1,198.00
2	each	dishwashers	\$ 499.00	\$ 998.00
2	each	Range hood	\$ 200.00	\$ 400.00
2	each	Sink and faucets	\$ 400.00	\$ 800.00
2	each	accessories	\$ 200.00	\$ 400.00
		KITCHENS		\$ 9,335.28
Quantity	Units	Description	Material per unit	Material total
4	each	24" footers	\$ 38.48	\$ 153.92
4	each	8" builders tubes	\$ 8.97	\$ 35.88
30	each	concrete	\$ 4.50	\$ 135.00
4	each	2x8x8 t	\$ 7.98	\$ 31.92
12	each	2x6x12 t	\$ 8.37	\$ 100.44
14	each	12' decking	\$ 6.77	\$ 94.78
4	each	2x12x8	\$ 14.98	\$ 59.92
4	each	1x8x12	\$ 19.08	\$ 76.32
6	each	treated tread	\$ 4.00	\$ 24.00
8	each	4x4x8	\$ 7.57	\$ 60.56
6	each	2x4x8	\$ 3.95	\$ 23.70
6	each	handrail	\$ 9.18	\$ 55.08
130	each	spindles	\$ 1.08	\$ 140.40
4	each	beam anchors	\$ 12.88	\$ 51.52
16	each	joist hangers	\$ 0.86	\$ 13.76
		FRONT & REAR DECKS		\$ 1,057.20
Quantity	Units	Description	Material per unit	Material total
5	20 yd	dumpsters	\$ 555.00	\$ 2,775.00
20	hrs			\$ -
50	pcs	2x4x8	\$ 2.98	\$ 149.00
20	pcs	1/2 4x8 drywall	\$ 9.36	\$ 187.20

15	pcs	4x8 mr drywall	\$ 13.27	\$ 199.05
3	buckets	compound	\$ 14.27	\$ 42.81
10	gal	ceiling paint	\$ 35.00	\$ 350.00
25	gal	eggshell wall paint	\$ 50.39	\$ 1,259.75
7	gal	semi gloss	\$ 50.39	\$ 352.73
5	gal	primer	\$ 35.00	\$ 175.00
50	sheets	1/4 underlay plywood	\$ 15.98	\$ 799.00
1550	sf	lvp floor	\$ 3.50	\$ 5,425.00
500	lf	base shoe	\$ 0.50	\$ 250.00
2	each	patch subfloor	\$ 100.00	\$ 200.00
480	sf	linoleum	\$ 1.50	\$ 720.00
	DUMPSTER-FLOORS-WALLS-CEILINGS			\$ 12,884.54
	Electric range			
	BASEMENT FLOOR			
	STRUCTURAL REPAIRS			

PHASE		MATERIAL TOTAL
DOORS & WINDOWS		\$ 8,590.38
PLUMBING		\$ 7,876.00
HEAT		\$ 7,665.00
CELLAR STAIRS		\$ 779.49
FRONT STAIRS		\$ 1,928.92
KITCHENS		\$ 9,335.28
FRONT & REAR DECKS		\$ 1,057.20
DUMPSTER-FLOORS-WALLS-CEILINGS		\$ 12,884.54
Electric		

BASEMENT FLOOR		
STRUCTURAL REPAIRS		

RIALS COST, LABOR COSTS, TOTAL ESTIMATE

Labor per unit	Labor Total	Total
\$ 50.00	\$ 550.00	\$ 1,848.00
\$ 50.00	\$ 200.00	\$ 332.00
\$ -	\$ -	\$ 23.88
\$ 10.00	\$ 60.00	\$ 139.68
\$ 10.00	\$ 60.00	\$ 110.82
\$ 15.00	\$ 165.00	\$ 180.00

\$ 100.00	\$ 400.00	\$ 1,316.00
\$ 150.00	\$ 150.00	\$ 1,150.00
\$ 20.00	\$ 20.00	\$ 70.00
\$ 20.00	\$ 20.00	\$ 120.00
\$ 100.00	\$ 1,100.00	\$ 4,675.00
\$ 100.00	\$ 600.00	\$ 1,950.00
	\$ 3,325.00	\$ 11,915.38
Labor per unit	Labor Total	Total
\$ 238.00	\$ 476.00	\$ 2,146.00
\$ 178.00	\$ 356.00	\$ 862.00
\$ 147.00	\$ 147.00	\$ 497.00
\$ 175.00	\$ 175.00	\$ 675.00
\$ 197.00	\$ 394.00	\$ 1,344.00
\$ 276.00	\$ 552.00	\$ 4,452.00
	\$ 2,100.00	\$ 9,976.00
Labor per unit	Labor Total	Total
\$ 3,025.00	\$ 3,025.00	\$ 8,950.00
\$ 17.00	\$ 3,400.00	\$ 5,140.00
	\$ 6,425.00	\$ 14,090.00
Labor per unit	Labor Total	Total
\$ -	\$ 25.00	\$ 42.32
\$ -	\$ 50.00	\$ 104.00
\$ -	\$ 50.00	\$ 314.32
\$ -	\$ 100.00	\$ 205.00
\$ -	\$ 100.00	\$ 178.96
\$ -	\$ 75.00	\$ 163.12
\$ -	\$ 75.00	\$ 191.93
\$ -	\$ 50.00	\$ 72.32
\$ -	\$ 25.00	\$ 57.52

	\$ 550.00	\$ 1,329.49
Labor per unit	Labor Total	Total
	\$ 100.00	\$ 443.08
	\$ 50.00	\$ 146.24
	\$ 150.00	\$ 307.92
	\$ 125.00	\$ 257.18
	\$ 125.00	\$ 316.34
	\$ 40.00	\$ 111.68
	\$ 75.00	\$ 227.40
	\$ 150.00	\$ 291.20
	\$ 600.00	\$ 939.60
	\$ 450.00	\$ 477.96
	\$ 125.00	\$ 220.64
	\$ 125.00	\$ 204.68
	\$ -	\$ 100.00
	\$ 2,115.00	\$ 4,043.92
Labor per unit	Labor Total	Total
\$ 40.00	\$ 80.00	\$ 572.74
\$ 40.00	\$ 80.00	\$ 599.20
\$ 46.00	\$ 92.00	\$ 702.34
\$ 51.50	\$ 103.00	\$ 506.20
\$ 37.50	\$ 75.00	\$ 528.92
\$ 45.00	\$ 90.00	\$ 505.80
\$ 45.00	\$ 90.00	\$ 306.00
\$ 96.00	\$ 192.00	\$ 484.00
\$ 64.00	\$ 128.00	\$ 420.00
\$ 64.00	\$ 128.00	\$ 320.00
\$ 40.00	\$ 160.00	\$ 247.92
\$ -	\$ -	\$ 72.16

\$ -	\$ -	\$ 1,492.00
\$ -	\$ -	\$ 1,198.00
\$ 164.00	\$ 328.00	\$ 1,326.00
\$ 300.00	\$ 600.00	\$ 1,000.00
\$ 150.00	\$ 300.00	\$ 1,100.00
\$ 100.00	\$ -	\$ 400.00
	\$ 2,446.00	\$ 11,781.28
Labor per unit	Labor Total	Total
	\$ 600.00	\$ 753.92
	\$ -	\$ 35.88
	\$ 150.00	\$ 285.00
	\$ 25.00	\$ 56.92
	\$ 150.00	\$ 250.44
	\$ 225.00	\$ 319.78
	\$ 75.00	\$ 134.92
	\$ 25.00	\$ 101.32
	\$ 75.00	\$ 99.00
	\$ 225.00	\$ 285.56
	\$ 75.00	\$ 98.70
	\$ 225.00	\$ 280.08
	\$ -	\$ 140.40
	\$ -	\$ 51.52
	\$ -	\$ 13.76
	\$ 1,850.00	\$ 2,907.20
Labor per unit	Labor Total	Total
\$ -	\$ -	\$ 2,775.00
\$ 50.00	\$ 1,000.00	\$ 1,000.00
\$ 2.00	\$ 100.00	\$ 249.00
\$ 47.00	\$ 940.00	\$ 1,127.20

\$ 47.00	\$ 705.00	\$ 904.05
\$ -	\$ -	\$ 42.81
\$ 168.00	\$ 1,680.00	\$ 2,030.00
\$ 168.00	\$ 4,200.00	\$ 5,459.75
\$ 168.00	\$ 1,176.00	\$ 1,528.73
\$ 180.00	\$ 900.00	\$ 1,075.00
\$ 5.00	\$ 250.00	\$ 1,049.00
\$ 2.50	\$ 3,875.00	\$ 9,300.00
\$ 1.00	\$ 500.00	\$ 750.00
\$ 100.00	\$ 200.00	\$ 400.00
\$ 1.37	\$ 657.60	\$ 1,377.60
	\$ 16,183.60	\$ 29,068.14
		\$ 8,000.00
		\$ 5,500.00
		\$ 5,000.00

	LABOR TOTAL	TOTAL
	\$ 3,325.00	\$ 11,915.38
	\$ 2,100.00	\$ 9,976.00
	\$ 6,425.00	\$ 14,090.00
	\$ 550.00	\$ 1,329.49
	\$ 2,115.00	\$ 4,043.92
	\$ 2,446.00	\$ 11,781.28
	\$ 1,850.00	\$ 2,907.20
	\$ 16,183.60	\$ 29,068.14
		\$ 8,000.00

		\$ 5,500.00
		\$ 5,000.00
GRAND TOTAL		#####

		11 Winnie			3240 Sixth Ave			3229 Sixth Ave		
BIDDER/ADDRESS		Base	Alt	Total	Base	Alt	Total	Base	Alt	Total
1	Bobo's Construction Services, Inc.	\$ 157,800.00	\$ 12,000.00	<u>\$ 169,800.00</u>	NO BID SUBMITTED			\$ 83,500.00	\$ 14,500.00	<u>\$ 98,000.00</u>
2	Bolton Construction Corp.	\$ 158,650.00	\$ 12,000.00	\$ 170,650.00	\$ 168,850.00	\$ 12,000.00	<u>\$ 180,850.00</u>	\$ 94,000.00	\$ 14,500.00	\$ 108,500.00
3										
ROUND 4 BUDGETED AMOUNT		\$170,200.00			\$187,400.00			\$45,000.00		
				Present during bid opening: Tony Tozzi (opened sealed bids), Russ Reeves, Barbara Tozzi, and Pawel Paliwoda. Bidder Johnny Bobo indicated he preferred not to be present. Tozzi asked Bobo if he intended to submit bid for 3240 Sixth Avenue, and Bobo replied he was not submitting a bid.						
4		ROUND 4 BUDGET	SEAT ESTIMATE							
	S4 FIFTH AVE	\$ 275,000.00	\$ 103,600.00							