

**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	<u>P</u>
Suzanne Spellen	Vice-Chair	<u>P</u>
Sharon Nichols	Treasurer	<u>P</u>
Brian Barker	Secretary	<u>A</u>
Andrew Cooper	Member	<u>P</u>
Jeanette Nicholson	Member	<u>P</u>
John Cubit	Member	<u>P</u>
John Carmello	Member	<u>P</u>

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

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

The following resolution was offered by Suzanne Nicholson, seconded by Andrew Cooper, 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	<u>Y</u>
Suzanne Spellen	VOTING	<u>Y</u>
Sharon Nichols	VOTING	<u>Y</u>
Brian Barker	VOTING	<u>Y</u>
Andrew Cooper	VOTING	<u>Y</u>
Jeanette Nicholson	VOTING	<u>Y</u>
John Cubit	VOTING	<u>Y</u>
John Carmello	VOTING	<u>Y</u>

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

Sharon H. Nichols
Secretary *Treasurer*

(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 February 13, 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 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.

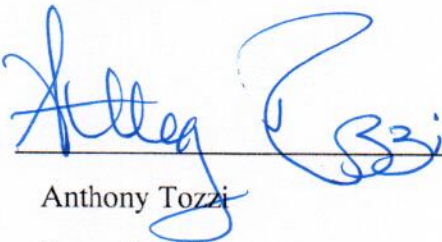
MODIFICATION

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: 02.13.2020

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.

RUSS REEVES, CEng., P.E.
CIVIL-STRUCTURAL ENGINEERS

P.O. Box 1433
Troy, New York 12181-1433

Tel: 518-273-0774
e-mail; rreeves2@nycap.rr.com

Troy Community Land Bank Corporation

200 Broadway 701 Troy, New York 12180

Structural Repair and Stabilization of Damaged Areas
To the Building Situated at 11 Winnie Avenue Troy, N.Y.

Executive Director Tony Tozzi

December 18th, 2019
Revised January 23th, 2020

Counsel; Catherine M. Hedgeman Esq.

Board Chair; Heather King

Vice Chair; Suzanne Spellen

Secretary; Brian Baker

Treasurer; Sharon Nichols

NYS Office of the Attorney General;
Letitia James, NYS Attorney General

Enterprise Community Partners, Inc.; Community Revitalization Initiative IV



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5. Certification Statement of Non-collusive Bidding (**to be submitted with the bid package**);
6. Standard Form of Agreement (Contract) Between Owner and Contractor to be used for the project;
7. Contractor's Qualification Statement;
8. Certificate of Insurance;
9. Contractor's Affidavit of Payment of Debts and Claims
10. Contractor's Affidavit of Release of Liens

1. Request for Sealed Bids

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

Sealed proposals will be received by the Troy Community Land Bank, at the Seventh Floor of the Land Bank Office, Room 701, 200 Broadway Troy, New York 12180 by Monday February 10th, 2020 at 11:00 am Eastern Standard Time. The bids will be opened and read out loud at 11:15 AM on that date (February 10th, 2020). The bids will be reviewed by Members of the Board of Directors and the Project Engineer for Action to be Taken.

Rehabilitation of 11 Winnie Avenue Troy, New York 12180

This project is funded by Enterprise Community Partners, Inc. through the Community Revitalization Initiative IV and will include the Following Items:

- i). 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.
- ii). Install 2 ea-1-3/4" x 5 1/2" microlam beams, bolted each side of the existing main bearing beam and supported by 3" diameter steel adjustable lally columns and 18" x 18" x 10" reinforced concrete footings.
- iii). Install 2" x 6" collar ties at every rafter location and a 2" x 6" longitudinal plate, 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.
- iv). Install new incoming electrical service and , a new 200 amp electrical service panel as per the National Electrical Code
- v). Install a new roof including 3/4" CDX plywood, 15 lb asphaltic felt paper, ice and water shield and 30 year architectural roof shingles.
- vi). Repair damaged sheet rock where needed. Tape (as needed) and paint throughout the entire interior first and second floor levels.
- vii). 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.
- viii). Repair the access stairs to the second floor and provide a new handrail.
- ix). Install three pilasters along each interior perimeter face of the North and South foundation walls and two pilasters each along the West and East (front and rear) foundation walls. This will insure lateral stability of each wall section with the presence of hydrostatic pressure for which basement walls are not designed to accommodate. Restore/ repoint all loose brick masonry about the perimeter foundation walls, provide Amerimix pre-mixed bagged mortar type N for repointing of existing brick work.
- x). Install attic pull-down stairs and replace the front attic window.
- xi). Remove and replace the existing front and rear access doors with solid wood core doors and associated locking hardware.

xii). Install 6" gutters and downspouts along the Northerly and Southerly roof lines with downspouts directed to the rear of the property.

xiii). Remove and replace the front chain link fence, chain link fence gate and provide a 4' wide x 4" thick concrete access sidewalk that extends from Winnie Avenue to the front porch.

xiv). Where interior walls are water damaged and framing members are rotted, provide 2" x 4" @ 16" on-center wall studding, 4" fiberglass batt sound insulation with 1/2" sheetrock, placed each side of the newly constructed stud wall. These replacement wall sections will be designated in the field once water saturated sheetrock is removed from affected walls on both the first and second floor levels.

This work shall be constructed in accordance with the latest edition and amendments to the IBC Building Code 2015 for New York State and in accordance with accepted engineering and construction practice. All construction activities shall be consistent with New York State Department of Labor standards and OSHA requirements. The contractor is responsible for workers safety.

All work is to be completed in accordance with the attached Plans and specifications. It is the bidder's responsibility to carefully examine all the provisions of the bid documents and familiarize himself with the existing site and project requirements.

There is a site walkthrough for all prospective bidders on Thursday January 30th at 10:00 AM.

DATE OF PUBLICATION: January 29th, 2020

Schedule of Significant Dates:

- 1). Site walk through; Thursday January 30th, 2020 at 10:00 am.
- 2). Bids due back; Monday February 10th, 2020 at 11:00 am.
- 3). Signed contract; Friday February 14th, 2020.
- 4). Commencement of work; Monday February 17th, 2020.
- 5). Substantial completion of work; Friday May 15th, 2020.

2. GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS

The Troy Community Land Bank Corporation (hence forward known as Troy Land Bank) is seeking bids for the structural stabilization of the property located at 11 Winnie Avenue with Enterprise Community Partners, Inc., the Community Revitalization Initiative IV.

The Executive Director will receive bids as they pertain to the attached scope of work on or before 11:00am, Monday February 10th, 2020. Bids shall be presented in writing to the Executive Director of the Troy Community Land Bank Corporation, Room 701, 200 Broadway, Troy, NY 12180

The Troy Land Bank and its Engineer will hold a walk-through of this property on Thursday January 30th, 2020 at 10:00am to review the Scope of Work and answer questions for those interested in bidding on this project.

Contractor Requirements

Contractors will be considered for participation in the Troy Land Bank Community Revitalization Project based on their capabilities as detailed in the Contractor Profile Form which is included with the bid package. This form must be completed in full and submitted with the bid package by each contractor. No bids will be considered without the completed Contractor Profile Form attached.

Insurance must be carried at all times while work on this project is in progress. The contractor awarded this project must carry \$1,000,000 liability coverage plus Worker's Compensation and Disability Coverage as required by state law. The contractor will be required to supply binders naming the Troy Community Land Bank Corporation and Enterprise Community Partners, Inc., and their employees and agents as additionally insured. The contractor who is awarded the bid will be provided the specific language for the insurance policy.

- a. Workers compensation insurance as required by law and including employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate and disability benefits insurance as may be required by law;
- b. Commercial general liability and contractual liability on an occurrence basis with the following limits of coverage: bodily injury, property damage and personal injury, one million dollars (\$1,000,000) each occurrence/two million dollars (\$2,000,000) general aggregate.
- c. Vehicle liability including owned, non-owned and hired vehicles and all other vehicles with the following limits of coverage: one million dollars (\$1,000,000) each occurrence and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage liability.

General Conditions

If the contractor wishes to modify any item in the proposed scope of work that change should be noted in the proposal form as an alternate with prices given for the proposed scope of work and for the proposed alternate. Any change in the scope of work must be approved in writing by the Land Bank Executive Director and their Engineer.

After the contract to perform the work has been executed between the contractor and the Troy Land Bank all change orders will only be considered for review if unforeseen problems arise and the change is necessary to

complete activities that are included in the contract, to eliminate a hazardous condition of to protect the property from damage.

Any proposal submitted for this project must cover all items detailed in the Work Write-up. The Contractor Proposal must be itemized with a separate price for each work item. Each price must include the cost of the materials, labor, permits and other expenses required to complete the work as detailed in the Work Write-up.

All Contractors are required to report any discrepancies, apparent errors, or items of work that are not clear to them prior to bid. The Contractor is advised to inspect the site in order to become familiar with the existing conditions and the proposed work. Failure to visit the site will not relieve the Contractor of the obligation to complete the work as specified. The contractor agrees that costs due to contractor oversight are the responsibility of the contractor.

The Troy Land Bank reserves the right to reject any and all bids, or to accept bids within 10% of the cost estimated by the City's Planning Department and engineer. Bids that are not submitted properly, not submitted on-time or which are incomplete, conditional or obscure or call for additions not called for, erasures, alterations or irregularities of any kind, may be rejected as informal.

The contractor shall provide, as part of the bid package, a proposed progress schedule for the work. The schedule shall be related to the entire project and shall provide for expeditious and practicable execution of the proposed work. The Troy Land Bank their engineer and the contractor shall confirm the date of the commencement of work.

The Contractor must contact the City of Troy Building Department to determine if any permits or separate approvals are required for this work. If work is started on any project through this grant without all necessary permits or special approvals being acquired the contractor will be considered in breach of contract and subject to any fines that may be imposed by the program and the City of Troy's building department.

The cost of the required permits for this job should be included in the bid price. The Contractor is also responsible for ensuring compliance with all state and local laws and regulations. All work shall meet or exceed the requirements of the New York State and Local Building Codes. These state and local regulations shall take precedence over any specifications given herein.

The Contractor will remove all debris from the project site generated by the Contractor's work and dispose of those materials in a lawful manner.

The Contractor will assure that all workmanship is equal to the best standard practice in the industry and that all materials and equipment are properly installed according to the manufacturer's specifications and recommendations. All work must be done by qualified craftspeople working under a competent supervisor who is on the site at all times when the work is in progress. The Contractor will guarantee all materials and workmanship for one year after final payment for this work.

All electrical work shall be inspected by a third-party electrical inspection agency. To obtain a list of approved agencies please contact the City of Troy's Building Department. All certifications will be provided to the Project Engineer upon receipt.

No portion of the work included in this project may be subcontracted without written permission of the Land Bank and is subject to written approval by the Executive Director. If a sub-contractor is proposed, the sub-contractor must complete the Contractor Profile form for review prior to approval by the Land Bank.

Upon competition of all work described in the scope of work, the contractor will notify the Project Engineer. The Executive Director, the engineer and the City Building Inspector will visit the property to perform a site inspection to ensure all work has been completed to code.

The contractor shall submit all invoices and subsequent documentation to the Executive Director for review and final payment processing.

LEAD-SAFE WORK PRACTICES

This work may be subject to the federal regulations at 24 CFR Part 35, which deal with lead-based paint hazards in residential properties where work is being done with funds from the U.S. Department of Housing and Urban Development (HUD). Any work that disturbs painted surfaces where lead hazards have been identified must be done by Contractors who have been trained and certified to use "lead safe work practices". A clearance test will be done when the project is completed to certify that the work area is free of lead dust that could be a hazard to the occupants of the property. The Land Bank shall pay for only the first clearance test. Thereafter, the Contractor shall be responsible for all costs associated with additional clearance tests. Final payment for work done by the contractor will not be authorized until the contractor has seen that the property has received a satisfactory lead clearance test and all work has been approved by the building department.

The Environmental Protection Agency requires that firms, contractors or sub-contractors performing renovation, repair, and painting projects that disturb lead-based paint in pre-1978 homes, child care facilities and schools be certified by EPA and that they use certified renovators who are trained by EPA-approved training providers to follow lead-safe work practices.

If lead based paint has been identified on this project, all firms, contractors and sub-contractors interested in bidding must present their EPA certificates and all contractors must use "safe work practices" in compliance with §35.1350 of the federal regulations (24 CFR Part 35), which details requirements for notification, evaluation and reduction of lead-based paint hazards in housing receiving federal assistance.

If there is an inconsistency between the lead hazards specified in this document and the lead risk assessment produced by the lead assessor, the requirements of the lead risk assessment shall be used.

Prohibited Methods - The following practices must not be used while completing this work: open-flame burning or torching; machine sanding or grinding without HEPA exhaust control; uncontained hydro blasting or high pressure wash; abrasive blasting or sandblasting without HEPA exhaust control; heat guns operating above 1100° F.; Chemical paint strippers containing methylene chloride; dry scraping; or dry sanding.

The contractor who is awarded the bid for this project must demonstrate his competency. The contractor must demonstrate having completed, or is in the process of completing, at least 4 projects of similar scope within the last 5 years. The contractor who has been awarded the bid shall be asked to provide an outline of his experience.

A bid proposal for the project is provided in Section 4 of this booklet. The project will be awarded to the qualified contractor based upon cost, experience and time frame. The award of the bid shall not be based on cost alone, but a combination of cost, time frame, areas of expertise and ability in the judgment of the Corporation Counsel, the Executive Director and the Project Engineer with the consideration of the contractor's ability to successfully complete this project in accordance with accepted engineering and construction practice.

Enclosed within this specification booklet is a copy of the Standard Form of Agreement that will be utilized for the project. It is included for informational purposes along with the General Conditions for Construction Contract to allow the contractor to review the documents that will be utilized for awarding of the bid.

In general terms, the scope of the work is more specifically described in section 3 of this bid package which includes the engineering report, a foot print of the building and project photographs.

The contractor shall be responsible for and will provide for worker's safety and compliance with the New York State Department of Labor and OSHA requirements. In addition, the contractor shall provide for safe maintenance and protection of Subcontractors and City Representatives entering the site to work on this project and to access any portion of the work.

The contractor is responsible for verifying all field conditions and dimensions. Any discrepancies shall be brought to the attention of the Project Engineer.

Prior to the commencement of the work, the contractor shall meet with the Project Engineer and the Executive Director to review project tasks and completion timeframes.

- A. This enclosed specification booklet constitutes a formal bid package. The following materials should be returned to the Executive Director with your bid amount for the project. The three items listed below can be photocopied from this specification booklet and completed for the project bid (staple the two sections together for the bid proposal), submitted to the Land Bank in a sealed envelope with the bidders contact information on the front.

- Bid proposal (Section 3)
- Non-collusive Bidding Certification

The contractor shall review all the materials contained in this bid package. Return the items described above to the Executive Director at the following address:

Mr. Anthony Tozzi
Executive Director
Room 701, 200-Broadway
Troy, NY 12180
(518) 328-0244

Please note that the Troy Community Land Bank Corporation must complete this work by the most economical means possible. In addition, the work must be completed in the most expeditious manner. The contractor (who is awarded the bid) must provide a time schedule to the Project Engineer and the Executive Director outlining a list of tasks and the timeframe of completion for each task. The Land Bank needs to have substantial completion of this work no later than Friday May 15, 2020 with the project close-out and site clean-up no later than Friday May 29, 2020.

- B. Bidders are advised that the Troy Land Bank exercises its right to reject any and all proposals for this work. The Land Bank also reserves the right to eliminate certain tasks from the scope of this work. The modified scope of work and any additional quantities and subsequent payments will be based on unit prices for such items. Where items are not listed this will be resolved with the contractor at the discretion of the Executive Director.

- C. The contractor shall verify all dimensions and completely familiarize themselves with all conditions in the field associated with this project. This includes the presence of any underground and overhead utilities.
- D. All insurance policies are to be written by insurance companies authorized to do business in the State of New York and which are acceptable to the Counsel for the Troy Community Land Bank Corporation. The Land Bank and Enterprise Community partners Inc., its Officers, Agents, Employees shall be named as additional insured on the Commercial General Liability/Contractual Liability Policy and on the vehicle liability policy. The Counsel for the Land Bank and for Enterprise Community Partners shall provide the contractor with the proper insurance language for this coverage. The Contractor shall indemnify, hold harmless and defend the Land Bank and Enterprise Community Partners Inc. its agents, officers and employees against all claims, actions, damages, expenses and losses, included but not omitted to reasonable attorney's fees, arising out of or incurred by reason of any negligent acts or omissions, or breach of this contract, on the part of the Contractor or any of its subcontractors, the officers, agents and employees of the contractor or any of its subcontractors or arising from or incurred by reason of any defect in workmanship or other defect in the work of Contractor, any of its subcontractors, or any of their respective officers, agents and employees.
- E. SAFETY: The 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, Land Bank employees, 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.
- F. Before you hand in your bid you should double-check your computations for possible mathematical errors. Also make sure that you sign the bid. The bid should be submitted to the Executive Director in a sealed envelope with the company name, street address and the federal identification number.

Bids must be submitted to the Executive Director no later than 11:00 am , Monday February 10th , 2020.

3. A Brief Project Description, Building Footprint, Project Photographs and Scope of Work.

A Brief Project Description:

- 1). Remove and replace the existing front porch, 5' wide x 17'-6" length.
- 2). Install two 1 3/4" x 5 1/2" micro-lams each side of the existing main bearing beam with four each 3" diameter adjustable steel lally columns and 18" x 18" x 10" reinforced concrete footings.
- 3). Install 2" x 6" collar ties at every rafter location and a 2" x 6" longitudinal plate along the Northerly and Southerly rafter bays. Install a new roof consisting of 3/4" CDX plywood, 15 lb asphaltic felt paper, ice and water shield, and 30 year architectural roof shingles. Install perimeter gutters and downspouts with downspouts directed away from the foundation.
- 4). Repair / replace damaged sheet rock where needed and paint throughout the entire interior first and second floor levels.
- 5). Remove / replace the exterior rear porch that is 5'-8" wide x 18'-8" length and two stories in height. Repair the access stairs to the second floor level with a new handrail and install attic pull-down stairs and replace the front attic window.
- 6). Replace the incoming electrical service and meter and provide a new 200o amp breaker box.
- 7). Provide three reinforced concrete block pilasters along the Northerly and Southerly side of the interior foundation wall and two pilasters each along the interior Easterly and Westerly foundation walls. Restore / repoint all loose brick masonry about the interior perimeter foundation.
- 8). Remove and replace the existing front and two rear access doors with solid core wood doors and associated locking hardware. Remove and replace the front chain link fence and provide a new 4' wide x 4' thick concrete access sidewalk that extends from Winnie Avenue to the front porch.
- 9). Where interior walls are water damaged and framing members are rotted, provide 2" x 4" @ 16" on-center wall studding , 4" fiberglass batt sound insulation with 1/2" sheetrock, placed each side of the newly constructed stud wall. These replacement wall sections will be designated in the field once water saturated sheetrock is removed from affected walls on both the first and second floor levels.
- 10). Final clean-up and project close out.

4. Bid Proposal (to be submitted with the bid package)

LUMP SUM PROPOSAL FORM

Index

Proposal Form
Proposal Bid Form, Lump Sum
Non-Collusive Bidding Certification

TO: The Troy Community Land Bank Corporation
Mr. Anthony Tozzi
Executive Director
Room 701-200-Broadway
Troy, NY 12180

FROM: _____
(Name of Bidder) (Date Bid Submitted)

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER (The Troy Community Land Bank Corporation) in the form included in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. The Bidder will sign the Agreement and other documents within 10 days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

3.1 BIDDER has examined copies of all the Contract Documents and of the following addenda:

<u>Addendum No.</u>	<u>Date</u>
_____	_____
_____	_____

(Receipt of all which is hereby acknowledged) and also copies of the Instructions to Bidders;

3.2 The BIDDER has visited and examined the site of the work and has carefully examined the Contract Documents, and will execute the Contract and perform all its items, covenants, and conditions, and will provide, furnish and deliver all the work, materials, supplies, tools, equipment, transportation and miscellaneous necessary or required for this project, all in strict conformity with the Contract Documents and in accordance with the prices entered by the Bidder on the attached proposal form.

3.3 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself/herself any advantage over any other Bidder or over OWNER.

3.4 No officer or employee or person whose salary is payable in whole or in part by the Land Bank is directly or indirectly interested in this bid, or in its supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

3.5 Contractor will be paid upon completion of each task. Each bill should contain detailed verbiage explaining the activities performed and product delivered.

Bobo's Construction Services 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.	L.S.	L.S.	\$	\$ 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	STARTER SET OF CABINETS.	L.S.	L.S.		\$1,800.00
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Engineer's Estimate of Quantities of Construction Con't					
Item Number	Item Description	Qty	Unit	Unit Cost	Total Item Cost
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'x 5' 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".	L.S.	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 Northerly and Southerly foundation walls (80 lf total-both the Northerly & Southerly walls).	L.S.	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	LS.	\$	\$ 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 Northerly and Southerly 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.	\$	\$ 10,000.00

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.	LS	LS	\$	\$ 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 FFDM. (appliances from Best-Buy or equal).	LS	LS	\$	\$ 3,500.00

Engineer's Estimate of Quantities of Construction Con't					
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:	

Gross Amount of Bid for Contract: \$ 157,800.00
(Figures)

one hundred one fifty seven Dollars
(Words)

and eight hundred 4 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 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 NYSDOL Code Rule 56 and the Asbestos Survey by Alpine Environmental

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

\$ Twelve Thousand Dollars
(Words)

and -0- Cents.
(Words)

CERTIFICATION STATEMENT OF NON-COLLUSIVE BIDDING

Non-Collusive Bidding Certification: By submission of this bid or proposal, the Bidder certifies that (a) this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor; (b) this bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project to any other bidder, competitor or potential competitor; (c) no attempt has been, or will be made, to induce any other person, partnership or corporation to submit or not submit a bid or proposal; (d) the person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties applicable to the Bidder as well as to the person signing in its behalf; (e) that attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

Date: _____

CORPORATE RESOLUTION (if applicable):

Resolve that _____
be authorized to sign and submit the bid or proposal of this Corporation for the following project;

and to include in such bid or proposal the certificate as to non-collusion required by the General Municipal Law as the act and deed of such Corporation, and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable under the penalties of perjury.

CERTIFICATION STATEMENT OF NON-COLLUSIVE BIDDING

The foregoing is a true and correct copy of the resolution adopted by:

At a meeting of its Board of Directors
Held on the _____ day of _____ 2020 .

(SEAL OF CORPORATION)

SECRETARY

**6. Standard Form of Agreement (Contract) Between Owner and Contractor to
be used for the project**

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: _____

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

PROJECT: Structural Stabilization 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:

- i). 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.
- ii). Install 2 ea-1-3/4" x 5 1/2" microlam beams, bolted each side of the existing main bearing beam and supported by 3" diameter steel adjustable lally columns and 18" x 18" x 10" reinforced concrete footings.
- iii). Install 2" x 6" collar ties at every rafter location and a 2" x 6" longitudinal plate, 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.
- iv). Install new incoming electrical service and , a new 200 amp electrical service panel as per the National Electrical Code
- v). Install a new roof including 3/4" CDX plywood, 15 lb asphaltic felt paper, ice and water shield and 30 year architectural roof shingles.
- vi). Repair damaged sheet rock where needed. Tape (as needed) and paint throughout the entire interior first and second floor levels.

vii). 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.

viii). Repair the access stairs to the second floor and provide a new handrail.

ix). Install three pilasters along each interior perimeter face of the North and South foundation walls and two pilasters each along the West and East (front and rear) foundation walls. This will insure lateral stability of each wall section with the presence of hydrostatic pressure for which basement walls are not designed to accommodate. Restore/ repoint all loose brick masonry about the perimeter foundation walls, provide Amerimix pre-mixed bagged mortar type N for repointing of existing brick work.

x). Install attic pull-down stairs and replace the front attic window.

xi). Remove and replace the existing front and rear access doors with solid wood core doors and associated locking hardware.

xii). Install 6" gutters and downspouts along the Northerly and Southerly roof lines with downspouts directed to the rear of the property.

xiii). Remove and replace the front chain link fence, chain link fence gate and provide a 4' wide x 4" thick concrete access sidewalk that extends from Winnie Avenue to the front porch.

xiv). Where interior walls are water damaged and framing members are rotted, provide 2" x 4" @ 16" on-center wall studding, 4" fiberglass batt sound insulation with ½" sheetrock, placed each side of the newly constructed stud wall. These replacement wall sections will be designated in the field once water saturated sheetrock is removed from affected walls on both the first and second floor levels.

This work shall be constructed in accordance with the latest edition and amendments to the IBC Building Code 2015 for New York State and in accordance with accepted engineering and construction practice. All construction activities shall be consistent with New York State Department of Labor standards and OSHA requirements. The contractor is responsible for workers safety.

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.

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

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;
- c. That the work will conform 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.

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

CONTRACTOR shall have in effect, and shall provide certificates of insurance to evidence same, the following insurance policies and coverages:

- a. Workers compensation insurance as required by law and including employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate and disability benefits insurance as may be required by law;
- b. Commercial general liability and contractual liability on an occurrence basis with the following limits of coverage: bodily injury, property damage and personal injury, one million dollars (\$1,000,000) each occurrence/two million dollars (\$2,000,000) general aggregate.
- c. Vehicle liability including owned, non-owned and hired vehicles and all other vehicles with the following limits of coverage: one million dollars (\$1,000,000) each occurrence and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage liability.
- d. All certificates of insurance are to provide that the insurance evidenced by the certificate shall not be cancelled or materially altered except after thirty (30) days prior written notice OWNER.

- e. OWNER and its representatives, officers, agents and employees, shall be named as additional insured on the commercial general liability/contractual liability policy and on the vehicle liability policy.
- f. All policies are to be written by insurance companies authorized to do business in the State of New York and which are acceptable to OWNER.

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

CONTRACTOR shall indemnify, hold harmless and defend OWNER (Troy Community Land Bank Corporation), Enterprise Community Partners, Inc., their agents, officers and employees against all claims, actions, damages, expenses and losses, included but not omitted to reasonable attorney's fees, arising out of or incurred by reason of any negligent acts or omissions, or breach of this contract, on the part of CONTRACTOR or any of its subcontractors, the officers, agents and employees of CONTRACTOR or any of its subcontractors or arising from or incurred by reason of any defect in workmanship or other defect in the work of CONTRACTOR, any of its subcontractors, or any of their

respective officers, agents and employees.

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- DISPUTES

In the event of a claim or dispute between CONTRACTOR and OWNER, the parties shall make reasonable efforts to have such claim or dispute decided by the Project Engineer. In the event the decision of the Engineer does not satisfactorily resolve such claim or dispute, the claim or dispute shall be settled by arbitration in accordance with the construction Industry Arbitration Rules of the American Arbitration Association, and such arbitration award shall be final and binding on the parties.

ARTICLE 18- 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- PROVISIONS REQUIRED BY THE NEW YORK GENERAL MUNICIPAL LAW

GROUNDS FOR CANCELLATION OF CONTRACT BY MUNICIPAL CORPORATIONS: 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 of 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.

WORKER'S COMPENSATION INSURANCE ON PUBLIC WORKS (this clause is required by General Municipal Law Section 108): This contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, employees for which compensation is required to be secured, in compliance with the provisions of the workers' compensation law.

ASSIGNMENT OF PUBLIC CONTRACTS (this clause is required by General Municipal Law Section 109): contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this contract, or of his right, title, or interest herein, or his power to execute this contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

Dated: _____, 2020

Troy Community Land Bank Corporation

By: _____

Dated: _____, 2020

Contractor:

By:

Signature

Name and title

Address

GROUND FOR CANCELLATION OF CONTRACT BY MUNICIPAL

CORPORATIONS: (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, the Troy Community Land Bank Corporation, member or representative of the Troy Community Land Bank, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, 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 official 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 with any municipal agency or municipal official thereof on 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.

7. Contractor's Qualification Statement

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate, attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder, permanent main office address and telephone number.
2. Names of all officers and principals in the firm.
3. When organized (month, day, year).
4. If a corporation, where incorporated (city, state).
5. Number of years Bidder has been engaged in construction under present firm or trade name?
 - a. Number of years engaged in this work
6. Contracts on-hand: Schedule these, showing gross amounts of each contract and the appropriate anticipated dates of completion.
 - a. List a minimum of 4 equal projects
7. General character of work performed by Bidder (e.g. construction, excavation, manufacturing, etc.).
8. Has Bidder failed to complete any work awarded to firm? If so, where and why?
9. Has Bidder ever defaulted on a contract? If so, where and why?

10. List the important contracts completed by Bidder within the past two years stating approximate gross cost for each, and the month and year completed.
11. List major equipment available for this Contract (description, age, condition).
12. Experience in construction work similar in importance to this project (contracts within the past five years).
13. Background and experience of the principal members of firm, including officers (type of work, number of years with firm).
14. Will Bidder, upon request, furnish any other pertinent information, financial or otherwise, that may be required by the City of Watervliet ? Yes _____. No _____.
15. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Troy Community Land Bank Corporation in verification of the recitals comprising this Statement of Bidder's Qualifications.

(Name of Firm)

By: _____
(Principal)

(Title)

State of New York)
)ss.
County of)

_____being duly sworn, deposes and
says that

he/she is _____ of

and the answers to the foregoing questions and all statements therein contained are true
and correct.

Subscribed and sworn to before me this

_____ day of _____, 2020.

8. CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE

The successful bidder shall attach his Certificates of Insurance in a form acceptable to the Troy Community Land Bank General Counsel, immediately following this page when submitting this document for Contract Execution. The Corporation Counsel shall provide the Contractor with the required coverage and limits (such as follows):

- a. Workers compensation insurance as required by law and including employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate and disability benefits insurance as may be required by law;
- b. Commercial general liability and contractual liability on an occurrence basis with the following limits of coverage: bodily injury, property damage and personal injury, one million dollars (\$1,000,000) each occurrence/two million dollars (\$2,000,000) general aggregate.
- c. Vehicle liability including owned, non-owned and hired vehicles and all other vehicles with the following limits of coverage: one million dollars (\$1,000,000) each occurrence and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage liability.
- d. All certificates of insurance are to provide that the insurance evidenced by the certificate shall not be cancelled or materially altered except after thirty (30) days prior written notice OWNER.
- e. OWNER (Troy Community Land Bank Corporation) and Enterprise Community Partners, Inc., their representatives, officers, agents and employees, shall be named as additional insured on the commercial general liability/contractual liability policy and on the vehicle liability policy.
- f. All policies are to be written by insurance companies authorized to do business in the State of New York and which are acceptable to OWNER.

9. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

Contractor's Affidavit of Payment of Debts and Claims

To Owner:

Project:

Contract For:

Contract Date:

State of:
County of:

The undersigned hereby certifies, that except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnish, for all work, labor, and services performed, and for all know indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

Contractor:

By: _____
(Signature of authorized representative)

(Printed Name)

(Title)

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment Suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens.

Subscribed and sworn to before me on this date:

Notary Public: _____

My Commission Expires: _____

10. CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

Contractor's Affidavit of Payment of Debts and Claims

To Owner:

Project:

Contract For:

Contract Date:

State of:

County of:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all Suppliers of materials and equipment, and all performers of work, labor, or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

Supporting Documents Attached Hereto:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment Suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens.

Contractor:

By: _____
(Signature of authorized representative)

(Printed Name)

(Title)

Subscribed and sworn to before me on this date:

Notary Public: _____

My Commission Expires:

EXHIBIT B

Bid Proposal and Scope of Work

Bobo's Construction Services 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.	L.S.	L.S.	\$	\$ 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

6.0 B	STARTER SET OF CABINETS	L.S.	L.S.		\$1,800.00
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Engineer's Estimate of Quantities of Construction Con't					
Item Number	Item Description	Qty	Unit	Unit Cost	Total Item Cost
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'x 5' 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".	L.S.	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 Northerly and Southerly foundation walls (80 lf total-both the Northerly & Southerly walls).	L.S.	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	LS.	\$	\$ 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 Northerly and Southerly 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.	\$	\$ 10,000.00

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.	LS	LS	\$	\$ 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 FFDM. (appliances from Best-Buy or equal).	LS	LS	\$	\$ 3,500.00

Engineer's Estimate of Quantities of Construction Con't					
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:	

Gross Amount of Bid for Contract: \$ 157,800.00
(Figures)

one Hundred one fifty Seven Dollars
(Words)

and eight hundred 4 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 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 NYSDOL Code Rule 56 and the Asbestos Survey by Alpine Environmental

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

\$ Twelve Thousand Dollars
(Words)

and -0- 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

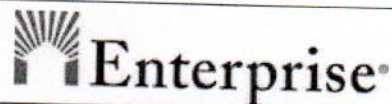
insurance with the same limits and provisions provided herein. The successful bidder agrees to cause each subcontractor to furnish the Land Bank with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such subcontractor 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.

Grant Agreement



Enterprise Community Partners, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, MD 21044

Enterprise Contact: Diane Westcott
Phone: 202.403.8006
Email: dwestcott@enterprisecommunity.org

Grant #: 18SG1230
Type of Action: Award
Effective Date: 01/01/2019
Grant Amount: \$ 500,000.00
Period of Performance: 01/01/2019 - 12/31/2020
Grantee DUNS Number: 043239562

Grantee Name and Address:

Troy Community Land Bank Corporation
200 Broadway
Suite 701
Troy, NY 12180

Grantee Contact Information:

Anthony Tozzi
Executive Director
(518) 328-0244
director@troycommunitylandbank.org

Disbursement Details and Special Conditions (in case of conflict between Special Conditions and the Standard Terms and Conditions, the Special Conditions shall control):

Enterprise will disburse Grant Proceeds only after the Effective Date and after Grantee has properly completed, executed and delivered this Agreement to Enterprise and upon Enterprise's receipt and approval of all items required under Exhibit D (due diligence checklist) in the NYS Land Bank Terms and Conditions. Grant Proceeds will be disbursed in quarterly installments as set forth in NYS Land Bank Program Terms and Conditions. Each disbursement following the initial disbursement will be tendered once Enterprise has received and reviewed the items listed in the Requisition Checklist attached under Exhibit C as set forth in NYS Land Bank Program Terms and Conditions.

This grant agreement sets forth the agreement between the parties and consists of the following documents which are attached and made a part hereof:

Disbursement Request Form; NYS Land Bank Program Terms & Conditions; Grant Agreement

This Grant Agreement also includes any modification(s) that may be subsequently executed by the parties.

By signing below, Troy Community Land Bank Corporation or its authorized representative hereby understands and agrees to the terms and conditions set forth in this agreement and the attached documents:

For: Troy Community Land Bank Corporation

Signature: _____

DocuSigned by:

Anthony Tozzi

CD853E00A5C548E...

Name & Title: Anthony Tozzi Executive Director

Date: 12/18/2019

For: Enterprise Community Partners, Inc.

Signature: _____

DocuSigned by:

Laurel Blatchford

8A1ADD7976024B4...

Name & Title: Laurel Blatchford President

Date: 12/18/2019

NYS LAND BANK PROGRAM TERMS AND CONDITIONS FOR GRANT AGREEMENT

Purpose of Agreement

The purpose of this Agreement is to specify the terms and conditions under which Grantee will receive Grant Proceeds to enable Grantee to carry out the activities described in Exhibit A (also referred to from time to time as the "Work Plan") associated with Grantee's participation in the NYS Land Bank Program (also known as the "Program"), which activities are in furtherance of Enterprise's exempt purposes, and set forth in Exhibit A. From time to time, Grantor and Grantee are collectively referred to as the "Parties" and each individually, a "Party".

Grant Proceeds Disbursements

Enterprise will disburse Grant Proceeds only after the Effective Date and after Grantee has properly completed, executed and delivered this Agreement to Enterprise and upon Enterprise's receipt and approval of all items required under Exhibit D hereto (due diligence checklist). Grant Proceeds will be disbursed in quarterly installments. Each disbursement following the initial disbursement will be tendered once Enterprise has received and reviewed the items listed in the Requisition Checklist attached under Exhibit C. The payments shall be based on the estimated needs for the upcoming quarter as stated in the project budget, and will factor in adjustments made for unspent funds or unmet deliverables from the prior quarter. The initial disbursement will be based on initial estimates of need for the quarter. Each quarterly payment must be within ten percent (10%) of the estimate provided in the program budget for that quarter. Each payment subsequent to the first shall be made to the Grantee within thirty (30) calendar days following Enterprise's receipt and approval of all required program, financial and data reports as described under this Agreement, including the Requisition Checklist. Payments will be tendered to Grantee upon a finding by Enterprise, in its sole discretion that the Grantee has substantially complied with the reporting requirements set forth in this Agreement. Grantee shall also submit all required reports/documentation to Enterprise with its disbursement requests or disbursement will be delayed or withheld. Disbursement requests and corresponding reports must be submitted within fifteen (15) business days following the end of the prior quarter.

Authorized Uses and Expenditures of Grant Proceeds

The Grant Proceeds are only to be used for the activities specified in the Work Plan and in accordance with the budget set forth in Exhibit A. If Grantee deviates from the Program requirements or Work Plan or any other provision in this Agreement, such deviation shall be at Grantee's risk. Any costs related to unauthorized work shall be borne by Grantee.

Grantee shall not expend more than the amount allocated for any category in the budget without Enterprise's prior written consent. If Grantee incurs any costs prior to the Effective Date, Grantee shall not charge those costs against the Grant Proceeds without Enterprise's written consent.

Equal Opportunity

The Grantee represents that, in conducting the activities described in this Agreement, the Grantee shall not and will not discriminate in its activities and operations 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. The Grantee also agrees that it will act with the highest professional standards.

Sanctions

Grantee agrees that Grant Proceeds will be used in compliance with all applicable anti-terrorist financing and

asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224. None of the Grantee, any of its parent entities or subsidiaries or, to the knowledge of the Grantee, any director, officer, agent, employee or affiliate of the Grantee or any of its parent entities or subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. Government, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (or any successor thereto) ("OFAC"), or other relevant sanctions authority (collectively, "Sanctions"), and the Grantee will not directly or indirectly use the Grant Proceeds, or lend, contribute or otherwise make available such proceeds to any parent entity, subsidiary, affiliate, joint venture partner or other person or entity (i) to fund any activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions or (ii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. By signing this Agreement, Grantee represents that neither the Grantee nor any principal of Grantee, nor any person or entity owning a direct or indirect interest in or having a direct control over Grantee is a person or entity that is named as a "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets control at its official website: <http://www.treas.gov/ofac/t11sdn.pdf>.

Grantee represents and warrants to Enterprise that, in connection with the use of the Grant, and generally in its dealings with Enterprise, Grantee shall not directly or indirectly deal with a person, entity or any other party (including official or de facto authorities) that are:

- (a) located, domiciled, resident, incorporated or operating in a country/region subject from time to time to any sanctions and/or trade embargoes administrated by any Sanctioning Authority, as well as any other country notified by Enterprise as a "Sanctioned Country" (which currently are the Crimea Region, Cuba, Iran, North Korea, Sudan and Syria); or
 - (b) subject to any sanctions lists administrated by authority responsible for the administration of sanctions and embargoes in the United Nations, the European Union, Switzerland, United States (Office of Foreign Assets Control of the US Department of Treasury) and in any other applicable country notified from time to time by Grantor (each a "Sanctioning Authority"); or
 - (c) owned or controlled by a person, entity or any other party as defined in (a) or (b) above,
- (collectively, "Restricted Parties") and that neither it nor its directors, officers, agents or employees are Restricted Parties.

Nondiscrimination; Compliance with Fair Housing Act and Equal Credit Opportunity Act

Grantee 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.

Grantee shall require any Subrecipient, Subcontractor, sub-Subrecipient 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.

Compliance with Law and Prohibited Uses

Grantee shall comply with all federal, state, and local laws and regulations related to its performance or fulfillment of any acts, duties or obligations referred to under this Agreement or otherwise generally applicable to Grantee and its organization and activities.

Anti-Corruption/Bribery

Grantee represents and warrants that it is familiar with and is in compliance with the Foreign Corrupt Practices Act of 1977 (FCPA) (15 U.S.C. § 78dd-1, *et seq.*) (as amended) and shall not engage in any form of bribery, collusive practice or any other form of corruption, nor will it extort, solicit, receive, offer, promise or give any undue financial or other advantage, directly or indirectly, in connection with any of its dealings with Enterprise. Furthermore, Grantee nor any person acting on its behalf shall authorize the giving of, offer, or give anything of value to any official or employee of the government or any state-owned entity, any agent or representative of the foregoing, or any other person (including any Enterprise employee, contractor or agent) to improperly obtain, retain, or direct business or any improper advantage for or to any person.

Lobbying and Political Activity

Grantee shall not use any funds disbursed to it under this Agreement for any political campaign or to influence the outcome of any election, to carry on propaganda, to lobby or otherwise attempt to influence legislation or the outcome of any specific public election, to carry on directly or indirectly, any voter registrations drive or to conduct any activities described in Sections 4945(d) and (e) of the United States Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder.

Organizational Capacity, Subcontracting and Subgrants

- A. The Grantee represents that it currently possesses or will obtain all expertise and personnel necessary to undertake and execute the Work Plan in a manner that is satisfactory to Enterprise. The Grantee agrees to immediately report changes in staffing, management and administration funded by this Agreement to Enterprise. Grantee shall exercise a standard of care consistent with industry standards in the performance of its duties and obligations under this Agreement.
- B. The Grantee must demonstrate to Enterprise that it has reviewed the financial and performance background of any contractor, subcontractor, consultant or other entity it enters into an agreement with to provide services funded in connection with this Agreement (referred to as "Subcontractor(s)"). The Grantee must demonstrate to Enterprise that it has reviewed the financial and performance background of any Subrecipient and Subcontractor. All Subcontractors and Subrecipients must comply with the requirements set forth under Exhibit E hereto.
- C. The Grantee shall incorporate by reference into any of its contracts with Subcontractors (the "Subcontracts") or with Subrecipients ("Subgrants"), the Subcontractor or Subrecipient, as applicable, performance obligations under this Agreement and any and all applicable sections, subsections or attachments, including, without limitation, all representations, warranties and covenants. All sub-Subcontracts and sub-Subgrants shall include all such applicable sections, which shall be binding on all sub-Subcontractors and sub-Subrecipients.

- D. Enterprise reserves the right, in its reasonable discretion, to approve or require the removal of any Subcontractor or Subrecipient selected by the Grantee to provide services funded by this Grant. Enterprise may consider such Subcontractor's or Subrecipient's experience, size, staff capacity, reputation and any other factors that Enterprise deems appropriate.
- E. Nothing in this Agreement shall create an independent right of action by a Subcontractor, a Subrecipient or any third-party contractor against Enterprise, nor provide such Subcontractor, Subrecipient or third-party contractor with beneficiary status with respect to Enterprise. Furthermore, nothing in this Agreement shall create an independent right of action by the Grantee against any contractor of Enterprise. The parties acknowledge that no contractual relationship shall be deemed to exist between any Subrecipient, any Subcontractor or third-party contractor and Enterprise.
- F. The Grantee shall take full responsibility for the acts and omissions of its Subcontractors and Subrecipients. The Grantee agrees not to enter into any Subcontracts, or revisions to Subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of Enterprise, and Enterprise shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Grantee to enter into the Subcontract.
- G. Grantee shall not enter into any Subgrant until it has received the prior written permission of Enterprise.
- H. When a Subcontract is executed, the Grantee must provide detailed Subcontract information (a copy of the Subcontract will suffice) to Enterprise within fifteen (15) calendar days after execution. Enterprise may request from the Grantee copies of subcontracts between a Subcontractor and its subcontractor(s).
- I. When a Subgrant is executed, the Grantee must provide detailed Subgrant information (a copy of the Subgrant will suffice) to Enterprise within thirty (30) calendar days after execution. Enterprise may request from the Grantee copies of agreements between a Subrecipients and any sub-subrecipients.
- J. Grantee shall not make any disbursements to its Subcontractors or Sub-Grantees for work performed by such parties without a duly executed contract, invoices, receipts or other appropriate supporting documentation evidencing such party's work and services ("Supporting Documentation"). In any sub-subgrants or sub-subcontracts between Grantee and its Sub-Subrecipients and Sub- Subcontractors, as applicable, Sub-Subrecipients and Sub- Subcontractors shall not make any disbursements to their respective sub-subrecipients and/or sub-subcontractors without adequate Supporting Documentation.

Representations and Warranties.

Grantee represents and warrants that:

- a. It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or incorporation;
- b. It has full power, authority and legal right to execute and deliver this Agreement and to perform its obligations hereunder;
- c. The making and performance by it of this Agreement have been duly authorized by all necessary action and will not violate any provisions of applicable law or regulation, any provision of its charter or by-laws

(or comparable, constituent documents) or any order of any court or regulatory body and will not result in the breach of, or constitute a default or require any consent under, any agreement, instrument or document to which it is a party or by which it or any of its property may be bound or affected;

- d. All authorizations, consents, approvals and licenses of, and filings and registrations with, any governmental authority required under applicable law or regulations for it to make and perform this Agreement have been obtained and are in full force and effect; and
- e. This Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms.

The foregoing representations and warranties shall remain in full force as of the date hereinabove and on each date that a disbursement of Grant funds is made to Grantee or its designee pursuant to this Agreement.

Reports

Until such time as all of the Grant proceeds have been expended by Grantee, Grantee shall submit to Enterprise on a quarterly basis, no later than fifteen (15) days after the end of the applicable calendar quarter, progress reports that contain a comparison of actual accomplishments with the Work Plan's measurable outcomes of the prior quarter. Grantee shall also submit to Enterprise the applicable items set forth under Exhibit C on a quarterly basis, no later than fifteen (15) days after the end of the applicable calendar quarter. Progress reports must include all of the information set forth under Exhibit C. Grantee shall submit to Enterprise on a quarterly basis, no later than fifteen (15) days after the end of the prior quarter, a status report of all properties planned for development, in-progress and completed for the prior quarter. Within thirty (30) days of the expiration of the Period of Performance, Grantee shall provide a narrative final report summarizing all activities conducted under the Work Plan. Such report shall also contain a financial report of expenses incurred during the prior quarter. The report should include significant program achievements and all problems encountered during the Period of Performance.

Within ten (10) calendar days of any request by Enterprise, Grantee will provide Enterprise with an attestation confirming Grantee is in compliance with the terms of the Agreement.

The Grantee shall retain and be prepared to provide the following records should they be requested by Enterprise at any time during the Period of Performance:

- I. Personnel/fringe charges verified with payroll records. Copies of payroll records from the contract start date must identify the individuals and positions supported by the Grant. Salaries that are compensated by Grant funds, in whole or in part according to approved semi-annual cash flow plans (or approved substitutions by Enterprise), must be consistent with personnel item titles that were stated in budget summaries.
- II. Supporting documentation for all non-salary expenditures. All expenses charged to the Grant must be recorded on a quarterly expenditure report and organized separately by budget categories. The Grantee shall retain these documents for a period of six (6) years following the termination of this Grant and furnished upon request by Enterprise.

Grantee shall provide Enterprise, within five (5) days of written request therefor (which written request may be provided via e-mail) such other information and documentation as Enterprise may reasonably request with respect to Grantee or its Subcontractors, or any Subrecipient.

Inspection; Right to Audit/Record Retention

Grantee agrees that Enterprise may monitor, and conduct an evaluation of, project operations during the Period of Performance. This may include meetings with your staff to discuss projects and to review financial and other records connected with the activities financed by the Grant Proceeds. Grantee shall keep (a) accurate records documenting its performance of the Work Plan including the reports described above, and (b) a legible set of books of account in accordance with generally accepted accounting principles for a minimum of ten (10) years after the expiration of the Period of Performance. Grantee agrees that the aforementioned records and books of account shall be open for inspection and making copies, excerpts and transcripts of same by Enterprise, Enterprise's grantor, or their respective auditors, during business hours and upon reasonable written request except in the event of an emergency or in the event Enterprise's grantor requires an audit on a more expedited timeframe, in connection with any audit, investigation, dispute, litigation or preparation for filings required to be submitted by Enterprise or Enterprise's grantor as required under applicable law and regulations. Grantee agrees to make internal and third party audit staff available to Enterprise or Enterprise's grantor, during business hours (except in the event of an emergency or in the event Enterprise's grantor requires an audit on a more expedited timeframe and upon request, to discuss matters relating to the books and records of the Grantee or any third parties collaborating with Enterprise, Enterprise's grantor in connection with the Grant.

Modifications and Amendments

Both parties may amend this Agreement so long as amendments that affect the rights and obligations of either party are executed by both parties, including, without limitation, the addition or deletion of a Work Plan activity or the alteration of existing approved activities, an extension of the Period of Performance, or budget revision resulting in a change in the salary line or a transfer in the budget. Administrative changes or corrections that do not affect the rights and obligations of Grantee may be made unilaterally by Enterprise with notice to, but without consent of Grantee. Grantee must request and receive written approval by Enterprise for any addition or deletion of a Program activity, alteration of existing approved activities, extension of the Period of Performance, or changes in budget line items over 10% of the original line item amount.

Confidentiality

The Grantee agrees to keep this Agreement and any documents received from the Grantor in connection with this Agreement and the Grant Proceeds and the terms and conditions of this transaction confidential, except to the extent necessary to comply with applicable law or by direction of Enterprise and provided further that Grantee may disclose terms of this Agreement to Grantee's Representatives, Subrecipients and to Subcontractors, only to the extent such disclosure is necessary to Grantee's work under this Agreement, the use of such information is limited to the performance of the services described under this Agreement and all parties receiving Confidential Information agree to be bound by the confidentiality restrictions set forth herein. The term "Confidential Information" means any and all proprietary confidential or non-public information in any form obtained by a receiving party or its personnel, employees, subcontractors, subrecipients or agents in its performance of this Agreement. All recipients of Confidential Information shall use exercise extreme care to take all measures which are reasonably necessary in order to maintain and protect the confidentiality of the information compiled by or provided to the Grantee in the scope of its work under this Agreement. Furthermore, Grantee, Grantee's Representatives, Subrecipients and Subcontractors shall not disclose any terms and conditions relating to the Prime Grant (i.e., Enterprise's source of funding for the Grant Proceeds) to any third party. The Parties' obligations under this section shall survive termination of this Agreement. For purposes of this section, "Representatives" shall mean either Grantor's or Grantee's directors, officers, employees, auditors and legal counsel. Grantor agrees to keep Confidential Information that it receives under this Agreement confidential, except to the extent necessary to comply with applicable law or court order and provided further that Grantor may disclose the terms of this Agreement to its Representatives. Furthermore, for the avoidance of doubt, Enterprise may share the reports delivered by the Grantee pursuant to this Agreement with Grantor's Representatives and its prime grantor and Enterprise may publicize the Grant, Grantee, Subrecipient and

any subcontractor in press releases, press conferences or internal or external publications or other communications as Enterprise may deem appropriate in its sole discretion.

Should Grantee determine that disclosure of Confidential Information is required by law, Grantee will provide Enterprise reasonable advance notice (at least ten (10) business days) to the extent such notice is permitted by law, so that Enterprise may take any steps it deems necessary to protect its rights and interests, including seeking relief through court action.

Use of Information

- A. The Grantee grants Enterprise the right to use the data and information provided to them by the Grantee for purposes deemed appropriate by Enterprise.
- B. Unless Enterprise designates otherwise in writing, all information or data and all other documents generated or collected by the Grantee and solely related to the scope of its work under this Agreement shall be deemed to be the property of Enterprise and Enterprise's grantor. No one else shall have any right, including, but not limited to, intellectual property rights (including trademark and copyright rights) in those items. No use of such materials or information shall be made other than for the purposes identified in this Agreement without permission of Enterprise. Consistent with these provisions, the Grantee shall have the right to keep and use all copies of its work product and all information, training materials, procedures, and other performance related work and documentation adapted for use by Grantee, any Subrecipient, or Subcontractor in the normal course of its work.

Notification of Significant Occurrences

- A. If any specific event or conjunction of circumstances threatens the successful completion of the Work Plan, in whole or in part, including where relevant, timely completion of the activities/deliverables (as described in the program budget, the "Deliverables") or other requirements, the Grantee agrees to submit to Enterprise within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
- B. The Grantee shall immediately notify in writing Enterprise of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Grantee or any Subrecipient or Subcontractor funded through this Agreement, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of the project; any destruction of property; significant damage to the physical plant of the Grantee; or other matters of a similarly serious nature. The Grantee shall, in addition, promptly report to Enterprise the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Grantee, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Grantee's business. Such report shall be made within five (5) business days following the Grantee becoming aware of such events, investigation, or audit.

Default and Remedies

It shall be an event of default ("Event of Default") hereunder if (i) Grantee misappropriates funds under this Agreement or commits fraud regarding grant funds entrusted to its custody, (ii) Grantee fails to observe or perform any other material term, covenant or condition contained in this Agreement, including without limitation, the affordability requirements set forth under the Land Acquisition and Construction Rider hereto or failure to remedy circumstances threatening the successful completion of the Work Plan (as described under "Notification of Significant Occurrences" above), and such failure continues unremedied for a period of fifteen (15) days after written notice thereof has been given to Grantee by Grantor specifying such default and requiring it to be remedied or, if such failure is not reasonably capable of being remedied within such 15-day period, Grantee has not

commenced remedial action and is not proceeding with diligent efforts to remedy such failure as determined by Grantor in its reasonable discretion, (iii) a Grantor, in its sole discretion, determines that Grantee is not likely to complete the Work Plan or any substantial component thereof in a timely manner; (iv) Grantee or any executive, director, chief operating officer or key employee is convicted of a felony, (v) Grantee has made a material misrepresentation to the Grantor under this Agreement or under its response to Grantor's Request for Proposals in connection with the Grant Proceeds, (vi) the occurrence of a material change in the management, ownership interests or business operating condition of Grantee that is reasonably likely to result in a material adverse effect on Grantee's ability to perform hereunder; (vii) a material adverse change occurs in Grantee's financial condition, (viii) upon the institution by or against Grantee in a bankruptcy proceeding, (viii) Grantee commits malfeasance in its conduct contemplated by this Agreement, (ix) Grantee or any executive, director, chief operating officer or key employee commits gross negligence, willful misconduct and/or fraud as it pertains to this Agreement and/or the Grant and/or (ix) the default of any other grant or loan from Enterprise, its affiliates, subsidiaries, or supporting organizations to Grantee or its affiliates, subsidiaries, or supporting organizations. Upon the occurrence and during the continuance of an Event of Default beyond the expiration of all applicable notice and cure periods: (i) Enterprise may require and Grantee shall accept technical assistance which Enterprise deems necessary to complete the Work Plan or any part thereof, (ii) Enterprise may terminate this Agreement, and/or (iii) Enterprise may demand that any Grant Proceeds unexpended by Grantee be returned to the Grantor and the Grantee shall so return the funds within three (3) business days of demand therefor (iv) Enterprise may demand that any Grant Proceeds that were misappropriated or otherwise deployed by Grantee in any manner other than as expressly permitted under this Agreement be returned to Grantor within three (3) business days of demand therefor and (v) Enterprise may seek, or appoint a designee to seek, any other remedies available to the Grantor at law or in equity, including the specific performance by the Grantee of its obligations hereunder. If Enterprise determines that Grantee is in breach of any Anti-Corruption/Bribery or Sanctions provisions above, Enterprise may terminate this Agreement immediately, without any further obligation or liability to Grantee and may disqualify Grantee from receiving any other grants or financing from Enterprise in the future. In addition, if Enterprise's grantor undertakes any action to terminate, suspend or limit Enterprise's access to the Prime Grant or reduce the amount of the Prime Grant for any reason, Grantee agrees Enterprise may terminate this Agreement for convenience and Enterprise's obligations hereunder will cease.

Upon termination, Grantee shall provide Enterprise with a final report as described above within three (3) days of the termination date.

The rights and remedies of Enterprise under this Agreement are not exclusive and are in addition to any other rights and remedies provided by law or equity. Enterprise's rights and remedies hereunder shall survive the termination of this Agreement.

Survival

Except to the extent set forth to the contrary under this Agreement, the terms and conditions of this Agreement shall remain in effect until the last to occur of: (a) the date that the Grant Proceeds have been disbursed; (b) the date that all reports and records due by Grantee to Enterprise have been submitted to and approved by Enterprise; (c) the date that there has been a closeout between Enterprise and Grantee of all issues arising out of the Grant Proceeds and this Agreement; or (d) the date the Work Plan is completed.

Indemnification

The Grantee, 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 Grantee, any Subrecipient or Subcontractors or of any of their respective employees or agents except to the extent any such costs, liability, demands, claims, damages or expenses result from Grantor's gross negligence or willful misconduct. The Grantee 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 Grantee, any Subrecipient or Subcontractor pursuant to this Agreement. Grantee's obligations under this section shall survive termination of the agreement.

The Grantee is an independent contractor and may neither hold itself out nor claim to be an officer, employee or agent of Enterprise, nor make any claim, demand or application to or for any right based upon any different status.

Release

Neither Enterprise, nor any of its affiliates, officers, directors, employees, consultants or advisors (the "Enterprise Parties") shall be liable to Grantee, Subrecipients, the Subcontractors, their respective officers, directors, employees, contractors, consultants, tenants or advisors or to the (the "Grantee Parties") for any liability of any kind (including, without limitation, any liability under tort, negligence, strict liability, or other legal or equitable theory, for loss of profits, indirect, exemplary, special, incidental, or consequential damages, punitive losses, lost revenues, or cost of procurement of substitute programs or services) relating to or arising out of this Agreement, nor shall the Enterprise Parties be required to indemnify or insure the Grantee Parties against any such liability. Grantee is solely responsible for its construction costs, day-to-day operations and methods and schedules. Notwithstanding the foregoing, in the event Enterprise misappropriates Grant proceeds hereunder or commits fraud with respect to the handling of Grant funds in its custody, Enterprise's monetary liability to Grantee hereunder shall be limited to the amount that is determined to have been so misappropriated, subject to the prior rights of Enterprise's grantor.

Conflicts of Interest

Except for approved eligible administrative and personnel costs shown in the budget (Exhibit B hereto), none of Grantee's designees, agents, members, officers, employees, consultants or members of its governing body or any local governmental authority exercising jurisdiction over the Grant Proceeds, and no other public official of Grantee or such authority or authorities who exercise or has exercised any functions or responsibilities with respect to the Grant Proceeds during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Grant Proceeds, has or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Grant Proceeds, or in any activity, or benefit therefrom, which is part of the Work Plan at any time during or after such person's tenure. The Grantee will not hire any person who has any direct or indirect financial interest that would conflict with performing the services contemplated under this Agreement.

Notices

Any notice or communication given under this Agreement shall be in writing and delivered by hand or mailed by first class mail (confirmed by email or fax), postage prepaid (mailed notices shall be deemed given three (3) Business Days after mailing) or reputable courier, or by e-mail with a hard copy sent by one of the methods identified above, to the addresses set forth under the cover page of this Agreement.

Governing Law

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of New York, exclusive of its conflicts of law rules. Grantee agrees that any litigation shall be brought and prosecuted in any District or Circuit Court of New York, as appropriate, or Federal District Court, with venue in the United States Court for the Southern District of New York and the Grantee consents to the in personam jurisdiction of such courts.

The Grantee irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum.

Nonwaiver

The failure of Enterprise in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option hereunder shall not be construed as a waiver or relinquishment for the future of such term or option from exercising any such right, power or remedy upon default at any later time or times.

Personal Information Protection

The Grantee represents that it has implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Information; and (ii) reasonably designed to help protect the Personal Information from unauthorized access, use, modification, disclosure, or destruction. "Personal Information" means any information concerning a natural person which, because of name, number, symbol, mark or other identifier, can be used to identify the individual.

Special Conditions

Grantee agrees to recognize Enterprise as a funding partner in the proposed project and shall favorably acknowledge Enterprise as a funder in all media publications relating to the project, provided, however, that Grantee shall not issue any public statements regarding the Grant or this Agreement without Enterprise's prior written consent.

Third Party Beneficiaries

Except to the extent set forth under the Prime Grant, nothing in this Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto or their upon any person, other than the parties hereto or their respective successors, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Miscellaneous

This Agreement constitutes the entire agreement between the Parties, superseding all prior agreements, either oral or written.

Assignment

Grantee may not assign this Agreement without the written consent of Enterprise.

Severability

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart. Signatures delivered by facsimile transmission or scanned and delivered by email shall be treated for all intents and purposes as originals.

Construction Rider

In the event Grant Proceeds are expended to fund the acquisition, rehabilitation, improvement, or demolition of real property, Grantee shall comply with the terms and conditions set forth under the Land Acquisition and Construction Rider hereto.

LAND ACQUISITION AND CONSTRUCTION RIDER

- A. At least one month prior to the expected start of the start of any demolition, construction, or rehabilitation, the Grantee shall submit to Enterprise a package of all relevant due diligence, including appraisals, market studies, environmental reports, financial pro-formas (including estimated affordability levels at completion), evidence of property coverage and information on development team capacity. Work may not begin without Enterprise's written approval.
- B. The Grantee represents, warrants and covenants that any construction, demolition or rehabilitation of real property performed in connection with this Agreement shall be in compliance with all applicable laws, rules, restrictions, orders and regulations, including but not limited to, environmental laws and regulations and locally accepted construction practices. In addition, The Grantee will make its best effort to meet Enterprise Green Communities criteria: <http://www.enterprisecommunity.org/solutions-and-innovation/green-communities/criteria>
- C. The Grantee represents, warrants and covenants that any foreclosed upon or blighted residential property acquired or developed with Grant Proceeds must be purchased at a price that does not exceed the current value of the site, based on an independent appraisal or Broker Price Opinion.
- D. The Grantee represents, warrants and covenants that, satisfactory completion of an environmental review in compliance with the scope and limitations of ASTM Practice E 1527-05 Phase I Environmental Site Assessment standard prior to the release of Enterprise funds for the project. For single family properties, not adjacent to uses that may have an environmental impact, a National Environmental Policy Act (NEPA) review in accordance with HUD Environmental Standards, in particular a review of toxic or hazardous substances and radioactive materials in similar scope to HUD Notice 79-33, and a review of siting for HUD-Assisted Projects near Hazardous Operations, pursuant to 24 CFR 51 C, will be accepted in lieu of a Phase I Environmental Site Assessment. If a NEPA review cannot be performed, Enterprise may accept, at its discretion, a review performed by an environmental officer in the local jurisdiction referencing history or evidence of spills, evidence of tanks, vegetation damage, flood plain, noise abatement/control issues in the area, presence of lead and asbestos, and other environmental risk factors. The officer must state that there is no evidence of hazardous materials, contamination, chemicals, gases, or other environmental risk factors.
- E. The Grantee represents, warrants and covenants that the price to homebuyers or rents to tenants for homes or other units financed with Grant funds will not exceed the cost to acquire and redevelop/rehabilitate the home plus an administrative fee and related costs. A minimum of 80% of units in Grantee's project must serve residents with incomes at 100% AMI or below; this restriction applies for at least ten years from the initial date of occupancy. The Grantee shall incorporate this restriction into those deeds transferring any real property or any leases or other instruments conveying real property benefiting from this Agreement; the Grantee will obtain written approval to the proposed restrictive covenants from Enterprise prior to the use thereof.
- F. The Grantee represents, warrants and covenants that in the case of home ownership units, the price for selling homes to households shall not exceed the actual costs to acquire and redevelop/rehabilitate the home, subject to AMI guidelines outlined under Section (E) above, plus any developer fee (as described under section (G) below.
- G. The Grantee represents, warrants and covenants that any developer or administrative fees or profits (i.e. proceeds of sale less total development costs) which accrue to Grantee, its affiliates and/or any third party entity

hired by Grantee for development of the units must be capped at 15% of development costs, including all hard and soft costs and that broker fees, if any, shall be capped at 6% of sales price of the property.

H. The Grantee represents, warrants and covenants that in the event that Enterprise approves Grantee's receipt of profits in excess of permissible profits outlined under Section (G) above, Grantee agrees to deploy such funds solely on development activities related to the acquisition or rehabilitation of other properties acquired by Grantee.

I. The Grantee represents, warrants and covenants that:

- i. it, and its Subrecipients, Subcontractors, will maintain all industry standard insurance, as deemed appropriate by Enterprise, throughout the duration of this Agreement; and that
- ii. neither it nor any of its Subrecipients, or any of its Subcontractors will engage in any construction, demolition or rehabilitation in connection with this Agreement without having first provided all those items listed in the Grantee Due Diligence Checklist (enclosed under Exhibit D) hereto to Enterprise.

J. The Grantee represents, warrants and covenants that, prior to disposition, it will address any lien or encumbrance of any variety on any real property benefitting from the Grant governed by this Agreement.

K. The Grantee agrees to comply with the requirements set forth under Exhibit E below for all Subrecipients and Subcontractors hired to undertake any construction, demolition and/or rehabilitation activity funded in connection with this Agreement.

LIST OF EXHIBITS

- Exhibit A – Work Plan
- Exhibit B – Program Budget
- Exhibit C – Quarterly Payment Requisition Checklist
- Exhibit D – Grantee, Subrecipient and Subcontractor Due Diligence Checklist
- Exhibit E – Minimum Standards for Demolition, Rehabilitation, or New Construction Contractors

NYS Land Bank Program

EXHIBIT A - Work Plan

GRANTEE NAME

Troy Community Land Bank

Line Item	Deliverables / milestones by end of grant period	Narrative description
Administration: Staffing	Retention of Executive Director	Executive Director Anthony Tozzi was hired in a full-time capacity on October 2017 and will continue to serve in this position. TCLB will utilize it own funds from banking accounts to pay all costs associated with staffing.
Administration: Consultant	Pursuant to the Round 4 condition of award, TCLB will execute an agreement with an community based organization that can assist TCLB with administrative and capacity building work.	The Social Enterprise and Training Center (SEAT) was engaged by TCLB September 2019 to provide administrative support to TCLB and will serve in this capacity at least until December 31, 2021. Their services will include the following: <ul style="list-style-type: none"> - Construction Project Consulting/Management - Preliminary Construction Cost Estimating - General Planning & Consultation - Marketing/Website Maintenance - Administrative Support - Grant Writing & Research
1) Marketing 2) Legal Aid 3) Accounting 4) Bookkeeping 5) Real Estate Services 6) Office Expenses 7) Equipment 8) Conferences, Education & Training 9) Insurance 10) Property maintenance	Items 1, 2, 3, 4, 5, 9 & 10 are services that are necessary for TCLB to operate, and will be procured or otherwise obtained using appropriately licensed, certified or other such professional/proficient qualifications. Items 6, 7, and 8 are operations necessary for TCLB to appropriately operate.	All expenses relating to these services will be paid from TCLB banking accounts. All noted services and operations expenses will be paid by TCLB banking accounts

NYS Land Bank Program

EXHIBIT A - Work Plan

GRANTEE NAME

Troy Community Land Bank

Acquisitions:	<p>The following 9 properties will be acquired and repairs will be undertaken to rehabilitate, prior to marketing the properties for sale:</p> <ol style="list-style-type: none"> 1) 3325 Sixth Avenue-1 unit 2) 3240 Sixth Avenue- 1 unit 3) 11 Winnie Avenue - 1 unit 4) 54 Fifth Avenue - 2 unit 5) 3229 Sixth Avenue - 2 unit 6) 7 Park Avenue - 2 unit 7) 103 Ferry Street - 2 unit 8) 24 McClelland Avenue - 1 unit 9) NCST #1 	<p>With the exception of properties 1 & 9, all others will be acquired from the City's tax foreclosure list.</p> <p>Property 1 will be acquired via bank donation. Property 9 will be acquired through the National Community Stabilization Trust's 'Mr. Cooper' program.</p> <p>Although no Round 4 funds have been included in this budget, TCLB is contemplating acquiring 2663 Old Sixth Avenue and 2637-2639 Old Sixth Avenue, however additional consideration of building needs and availability of financial resources is needed prior to determining whether TCLB can responsibly take on these properties, and/or to what extent. These properties would be acquired from the City's tax foreclosure list, if they are to be acquired.</p> <p>No Round 4 funding will be programmed for 103 Ferry Street or for 24 McClelland Avenue.</p>
Demolitions:	<p>One building will be demolished:</p> <p>- 7 Park Avenue</p>	<p>Demolition will be conducted via RFP method. The RFP will be developed and coordinated by TCLB and SEAT.</p> <p>(Note: While only 7 Park Avenue is programmed for demolition, an additional demolition at 3229 Sixth Avenue may be required, pending further structural evaluation)</p> <p>Funding to pay for demolition expenses will come from TCLB banking accounts.</p>
Clean-outs:	<p>The following 5 properties will have the contents of the building 'cleaned-out'</p> <ol style="list-style-type: none"> 1) 11 Winnie Avenue 2) 3240 Sixth Avenue 3) 54 Fifth Avenue 4) 3229 Sixth Avenue 5) 3325 Sixth Avenue 	<p>Clean-out costs are incorporated as part of the project expenses they are related to.</p> <p>Contractors will be hired to remove debris from each identified building so to improve safety and access. Removed materials will likely be placed in dumpsters and taken to land fills that can appropriately accept the material.</p> <p>Clean-outs will be in conjunction with and immediately prior to related stabilization work, for each listed property.</p> <p>Prior to clean-out at 11 Winnie, furniture and other re-usable items will be donated to Habitat or a similar good will entity.</p>

NYS Land Bank Program

EXHIBIT A - Work Plan

GRANTEE NAME

Troy Community Land Bank

<p>Stabilizations:</p>	<p>Stabilization work will be undertaken for the following 6 properties:</p> <ol style="list-style-type: none"> 1) 11 Winnie Avenue 2) 3240 Sixth Avenue 3) 54 Fifth Avenue 4) 3325 Sixth Avenue 5) 3229 Sixth Avenue 6) 899 River Street 	<p>The stabilization work for properties 1, 2 and 3 will be completed prior to, or in conjunction with renovation work.</p> <p>Stabilization for properties 4, 5, 6 & 7 will be the limit of work prior to marketing them for sale.</p> <p>TCLB is considering acquiring 2336 Old Sixth Avenue where, if acquired, stabilization work would be required. No funds from this Round 4 budget have been programmed for this property because further assessment of the building is required.</p> <p>Stabilization will be conducted in conjunction with related renovation work, and will be done immediately prior to renovation work, except where only stabilization work is programmed for property (such as properties 1, 3, and 5)</p>
<p>Renovations:</p>	<p>The following 3 properties will be fully renovated for turn-key sale:</p> <ol style="list-style-type: none"> 1) 11 Winnie Avenue 2) 3240 Sixth Avenue 3) 54 Fifth Avenue 	<p>3240 Sixth Avenue and 11 Winnie Avenue will be renovated via traditional methods.</p> <p>54 Fifth Avenue will be renovated via partnership between TCLB and SEAT. This work will be fully separate from the TCLB-SEAT agreement for administrative support services. SEAT will be utilizing YouthBuild to provide the predominant amount of labor and TCLB will be responsible for all remaining renovation elements. SEAT will serve as the General Contractor. TCLB will be sure to segregate tasks related to the administrative agreement from non-GC tasks related to the renovation to avoid potential overlap or conflicts. For example, where SEAT would normally perform construction inspections as part of the administrative agreement, another entity will perform such services to ensure that SEAT does not both complete AND inspect its work.</p>

NYS Land Bank Program

EXHIBIT A - Work Plan

GRANTEE NAME

Troy Community Land Bank

Dispositions:	<p>The following 18 properties will be sold prior to 12/31/2021:</p> <ol style="list-style-type: none"> 1) 791 River Street \$325,000 Q1 2) 899 River Street \$25,000 Q3 3) 3325 Sixth Avenue \$10,000 Q2 4) 3240 Sixth Avenue \$72,600 Q4 5) 11 Winnie Avenue \$180,000 Q4 6) 54 Fifth Avenue \$135,000 Q3 7) 3229 Sixth Avenue \$15,000 Q2 8) 7 Park Avenue \$6,000 (building lot) Q4 9) 103 Ferry Street \$90,000 Q4 10) 24 McClelland Avenue \$165,000 Q3 11) 29 Park Avenue \$5,000 Q1 12) 16 Craiglin Avenue (vacant lot) \$2,000 Q1 13) 3036 Seventh Avenue \$4,000 Q1 14) 3032 7th Avenue (vacant lot) \$1,000 Q1 15) 790 River Street (side lot) \$1,000 Q1 16) 3235 7th Avenue (building lot) \$6,000 Q1 17) 76 Tyler Street (side lot) \$1,000 Q1 18) NCST/TBD \$7,500A/\$5,000 I/\$30,000S Q3 	<p>Unless otherwise noted, all properties listed are improved with buildings, with the exception of NCST/TBD properties.</p> <p>The NCST property is projected to be acquired from the National Community Stabilization Trust and location is yet to be determined.</p> <p>Properties 1, 2, 3, 4, 5, 6, 9 & 10 will be intentionally marketed in the following order of priority: a) Owner-occupants, 2) Adjoining Owner-occupant, 3) Adjoining non-owner occupant, 4) Owner-occupants living nearby, 5) Non-owner-occupants owning property nearby, 6) Investor-owners living within the region and owning adjoining or nearby property, 7) Investor-owners living within the region, 8) Investor-owners living outside the region who own nearby property, and 9) Investor-owners living outside the region. There will be intentional marketing to attract Owner-occupants.</p> <p>Because work needed to obtain a Certificate of Occupancy will be above a typical owner-occupant's ability to directly undertake or to directly manage, Property 7 will be intentionally marketed to investor-owners living nearby or owning property nearby as first priority, and to owner occupants as second priority.</p> <p>Property 8 is hoped to be assembled with two adjoining vacant parcels to enable infill new construction to be undertaken.</p> <p>Property 11 and 12 will be sold to a contractor operating and residing at property very nearby both of these properties.</p> <p>Property 13, 14 and 15 will be sold to an investor-owner who owns property in the North Central target neighborhood.</p> <p>These lots are land banked and require 1 more parcel to complete a desired assembly of parcels. This final parcel is tied up in bankruptcy with a Florida Court, and isn't likely to be resolved soon.</p> <p>Given this delay, given the current disarray the assembled lots are in, and given that these lots all front onto River Street, the most heavily travelled area in the target area, rehabilitation of this area to grade, remove overgrowth, seed, and erection of an attractive fence and sign along River Street will be undertaken.</p>
Vacant Lot Renovation	102 West Glen, 879 River Street & 881 River Street	

NYS Land Bank Program
EXHIBIT B -- Program Budget
GRANTEE NAME
Troy Community Land Bank

Activity	Total Ent.	Total Funds	Activity / Deliverable / #	2019 Q1 Ent. Funds	Total Funds	Activity / Deliverable / #	2019 Q2 Ent. Funds	Total Funds
Administration								
Executive Director	\$ -	\$ 148,369.89						\$ 21,069.15
Social Enterprise and Training Center (SEAT)	\$ -	\$ 149,209.23						
Marketing	\$ -	\$ -						
Legal Aid	\$ -	\$ 9,926.86						
Accounting	\$ -	\$ 62,817.24						\$ 2,500.00
Bookkeeping	\$ -	\$ 53,615.00						\$ 10,248.52
Real Estate Services	\$ -	\$ 5,800.79						\$ 4,325.00
Office Expenses	\$ -	\$ 27,332.00						\$ 723.54
Equipment	\$ -	\$ 10,207.69						\$ 2,832.00
Conferences, Education & Training	\$ -	\$ 1,650.00						\$ 1,530.00
Insurance	\$ -	\$ 4,600.00						
	\$ -	\$ 55,348.08						
	\$ -	\$ -						\$ 1,809.09
Expected Acquisitions	\$ -	\$ (72,550.00)				11 Winnie Avenue, 3240 6th Avenue and 3325 6th Avenue		\$ (81,500.00)
Expected Dispositions	\$ -	\$ (1,204,600.00)						
Demolition	\$ -	\$ -						
Full Demolition	\$ -	\$ -						
Rehabilitation	\$ -	\$ 56,600.00						
Clean-outs	\$ -	\$ -						
Stabilization	\$ 10,000.00	\$ 23,550.00						
Renovation	\$ 132,500.00	\$ 505,000.00						
Other	\$ 347,500.00	\$ 853,547.60						
Property maintenance	\$ -	\$ -						
Vacant lot renovation	\$ -	\$ 36,363.41						\$ 8,363.41
	\$ 10,000.00	\$ 20,000.00						
Total	\$ 500,000.00	\$ 786,787.79		\$ -	\$ -		\$ -	\$ (28,099.29)

	2019 Q3			2019 Q4			2020 Q1		
	Activity / Deliverable / #	Ent. Funds	Total Funds	Activity / Deliverable / #	Ent. Funds	Total Funds	Activity / Deliverable / #	Ent. Funds	Total Funds
Administration									
Executive Director			\$ 21,069.15			\$ 21,069.15			\$ 21,290.61
Social Enterprise and Training Center (SEAT)			\$ 10,000.00			\$ 60,000.00			\$ 17,500.00
Marketing			\$ 1,176.86			\$ 1,250.00			\$ 1,250.00

EXHIBIT B -- Program Budget

GRANTEE NAME

Troy Community Land Bank

[illegible]

EXHIBIT C

Quarterly Payment Requisition Checklist

Each of these reports should be for the present quarter only unless otherwise noted. Within fifteen (15) business days following the end each calendar quarter please submit the following:

- Expense Report (for entire program budget). This report should detail how all project funds were spent. Any unspent funds and collected interest accruals should also be noted.
- Summary of actual expenses and activities/deliverables completed. This summary should be in the same format as the program budget projections for the quarter.
- Budget request and updated activities/deliverables for the upcoming quarter. This request should simply be a revised program budget projection for the upcoming quarter. It should be in the same form as the program budget originally submitted.
- A written narrative describing in further detail the activities and milestones achieved, as well as challenges encountered, during the last quarter, and expected activities and milestones for the upcoming quarter. The narrative should be no more than two pages in length.
- Hiring report. Resume and job description for Grantee staff positions filled during the quarter.
- Updated project status spreadsheet

EXHIBIT D

Due Diligence Checklist

Work Plan Documents
<ul style="list-style-type: none"> Completed and signed/dated Disbursement Request Form Side letter and request letter from a local jurisdiction requesting the use of funding
Organizational Documents (for Grantee, Subrecipient and Subcontractors, as applicable)
Certificate of Incorporation (Certified)
Bylaws
Certificate of Good Standing (w/in 90 days)
Certificate of Incumbency / Officer's Certificate
Board Resolution
W9
Conflict of Interest Policy Adopted by Board of Directors
Insurance (for Grantee Subrecipient and Subcontractors, as applicable)
<p>Certificate of Insurance (ACORD 25) evidencing <u>Grantee's/ Subrecipient's Commercial General Liability Insurance</u> in amounts not less than:</p> <ul style="list-style-type: none"> \$1,000,000 per occurrence/ per location or per project aggregate (for more than one loc), \$2,000,000 in the annual aggregate, \$2,000,000 products/completed operations aggregate <ol style="list-style-type: none"> naming ENTERPRISE COMMUNITY PARTNERS, INC. as an <u>Additional Insured</u>; Deductible should be no more than \$5,000. Must include list of exclusions No warranties Endorsements should include: <ol style="list-style-type: none"> Additional Insured including premises operations and Product/Completed Operations

- b. Waiver of Subrogation
- c. 30-day notice of cancellation

Certificate of Insurance (ACORD 25) evidencing Grantee's/ Subrecipient's/Subcontractor's Worker's Compensation Insurance (in amounts consistent with state statutory requirements), and naming ENTERPRISE COMMUNITY PARTNERS, INC. as Certificate Holder. Named Insured must be Grantee's full legal name.

Certificate of Insurance (ACORD 25) evidencing Grantee's/ Subrecipient's/Subcontractor's Auto Insurance

- in amount not less than \$1,000,000, for all owned, non-owned and hired automobiles. If no owned autos, coverage may be extended from the CGL policy.
- Waiver of Subrogation
- 30 day notice of cancellation endorsement
- naming ENTERPRISE COMMUNITY PARTNERS, INC. as an Additional Insured with Primary Non-Contributory language.

Evidence of Property Insurance - to be furnished prior to commencing work on any property

REQUIREMENTS FOR ALL INSURANCE:

- Carrier must be rated "A-" or higher in the AM Best Guide with a Financial Size Category of at least VI,
- Named Insured must be Grantee's full legal name,
- Policy must be current, not expired, and include all endorsements
- Certificate must be signed by an authorized representative of the insurance carrier,
- Additional Insured/ Certificate holder/ (as required below) must appear as:

ENTERPRISE COMMUNITY PARTNERS, INC.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, MD 21044

EXHIBIT E

Minimum Standards for Demolition, Rehabilitation, or New Construction Contractors

All general contractors hired with Grant funding must meet the following minimum criteria:

- Be legally licensed in governing jurisdiction(s)
- Demonstrated prior experience in the rehabilitation or construction of housing in accordance with applicable codes, standards, rules, and regulations, including references from at least three relevant construction or rehabilitation projects within the past five years.
- Use of responsible and licensed subcontractors
- Satisfactory bank reference
- Evidence of insurance in accordance with the requirements set forth below
- Appropriate certifications by general contractor or sub-contractor for all lead-based paint and asbestos activities
- Transparent and effective system for tracking costs and lien releases
- Acceptable ratings as provided by Dun & Bradstreet credit check, if applicable and if DUNS number is available

General Contractors and sub-contractors may not participate if they have a recent history of the following:

- Local, State, or Federal tax arrears
- Labor violations
- Arson, fraud, bribery, or grand larceny conviction or pending case
- A record of substantial building code violations or litigations on property controlled by the contractor or by any entity or individual that comprises the contracting entity
- Formal debarment or suspension from entering into contracts with any governmental agency or other notification or ineligibility for or prohibition against bidding or proposing on government contracts
- Denial of a contract based on any obligation to, or unsatisfied judgment or lien held by, a governmental agency

Contractor Insurance

Evidence of Environmental Pollution Liability (usually provided by the contractor doing remediation, if applicable)

- \$1,000,000 limit to new construction projects or demolition
- naming the GRANTEE and ENTERPRISE COMMUNITY PARTNERS, INC. as an Additional Insured with Primary Non-Contributory language.

Certificate of Insurance (ACORD 25) evidencing Contractor's Commercial General Liability Insurance [applies to any contractor] in amounts not less than \$1,000,000 per occurrence/ per location, \$2,000,000 in the annual aggregate, \$2,000,000 products/completed operations aggregate naming ENTERPRISE COMMUNITY PARTNERS, INC. as an Additional Insured; Grantee's full legal name should also be listed as Additional Insured.

Certificate of Insurance (ACORD 25) General Contractor's Auto Named Insured must be full legal name, evidencing amounts not less than \$1,000,000 naming ENTERPRISE COMMUNITY PARTNERS, INC. as Certificateholder.

REQUIREMENTS FOR ALL INSURANCE:

- Carrier must be rated "A-" or higher in the AM Best Guide with a Financial Size Category of at least VI,
- Named Insured must be Grantee's full legal name,
- Policy must be current, not expired, and include all endorsements
- Certificate must be signed by an authorized representative of the insurance carrier,
- Additional Insured/ Certificate holder/ (as required below) must appear as:
ENTERPRISE COMMUNITY PARTNERS, INC.

70 Corporate Center, 11000 Broken Land Parkway, STE 700, Columbia MD 21044

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

A note 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.

Enterprise Community Partners, Inc.

Disbursement Request Form

☒ **BACKUP DOCUMENTATION REQUIRED**

☐ Check for Payment by Check
☐ Check for Payment by Wire

Grant Number: 185G1230
 Budget Modification #: 0
 Grantee Name: Troy Community Land Bank Corporation
 Address: 200 Broadway Suite 701
 City, State, Zip: Troy, NY, 12180
 Contact Name: Anthony Tozzi
 Telephone Number: (518) 328-0244
 E-mail Address: director@troycommunitylandbank.org

Bank Name:
 Bank Wire ABA:
 Beneficiary Account #:
 Beneficiary Account Name:
 Beneficiary Street Address:
 Beneficiary State and Zip:

Period of Performance: 1/1/2019 through 12/31/2020

Billing Period:
 (should match period of Activity Report) through

	Budget	Current Request	Total Amount Previously Requested	Available Budget
Other Direct Costs				
				\$ -
Other Direct Costs	\$ 500,000.00			\$ -
Total Other Direct Costs:	\$ 500,000.00	\$ -	\$ -	\$ 500,000.00
Budget Total:	\$ 500,000.00	\$ -	\$ -	\$ 500,000.00

Certification: I certify that we are seeking reimbursement only for expenses incurred according to the terms of the grant agreement. All supporting documentation for expenses is maintained at our office and will be made available for review by Enterprise at any time.

 Typed of Printed Name and Title

 Signature of Grantee's Authorized Certifying Official

 Date