RESOLUTION TO ENTER INTO A CONTRACT FOR ARCHITECTURAL SERVICES WITH ME STUDIOS

A regular meeting of the Troy Community Land Bank Corporation (the "TCLB") was convened pursuant to and was in all respects duly held pursuant to Governor's Executive Order 202.1 (2020) and extended for 2021-22 permits the board to consider the use of telephone conferencing, "to the extent necessary to permit any public body to meet and take such actions authorized by the law without permitting in public in-person access to meetings and authorizing such meetings to be held remotely by conference call or similar service, provided that the public has the ability to view or listen to such proceeding and that such meetings are recorded and later transcribed; and due notice of the time and place of said meeting was duly given in accordance with the Governor's Executive Order 202.1 (2020)(2021-2022) on April 12, 2022 at 8:00 am 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	YES
Suzanne Spellen	Vice-Chair	YES
Elbert Watson	Treasurer	YES
Brian Barker	Secretary	YES
Andrew Cooper	Member	YES
Jeanette Nicholson	Member	YES
Aaron Lozier	Member	YES
John Carmello	Member	YES
Krystina Marable	Member	YES
Patricia Reilly	Member	YES

RESOLUTION TO ENTER INTO A CONTRACT FOR ARCHITECTURAL SERVICES

WHEREAS, TCLB issued a Request For Proposals for Architectural Services on January 25, 2022, with a response required by February 9, 2022; and

WHEREAS, the ME Studios (hereinafter "ME") responded to TCLB's Request For Proposals for Architectural Services and the Staff and Board of Directors has reviewed said proposal, a copy of which is attached hereto; and

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

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

- 1. The Architectural Services Proposal with ME is hereby awarded; and
- 2. The Contract attached hereto as Schedule A between TCLB and ME for Architectural Services is hereby approved; and
- 3. The Executive Director, Chairman and General Counsel shall have the authority to execute any and all documents to effectuate the Contract; and
- 4. This Resolution shall take effect immediately.

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

Heather King	Chair	VOTING YES
Suzanne Spellen	Vice-Chair	VOTING YES
Elbert Watson	Treasurer	VOTING YES
Brian Barker	Secretary	VOTING YES
Andrew Cooper	Member	VOTING YES
Jeanette Nicholson	Member	VOTING YES
Aaron Lozier	Member	VOTING YES
John Carmello	Member	VOTING YES
Krystina Marable	Member	VOTING YES
Patricia Reilly	Member	VOTING YES

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

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

I, the undersigned Secretary of the TROY COMMUNITY LAND BANK CORPORATION DOES HEREBY CERTIFY, that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Land Bank, including the Resolution contained therein, held on April 12, 2022 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Land Bank had due notice of said meeting; (B) said meeting was in all respects duly held pursuant to Governor's Executive Order 202.1 (2020) and extended for 2021-22 permits the board to consider the use of telephone conferencing, "to the extent necessary to permit any public body to meet and take such actions authorized by the law without permitting in public in-person access to meetings and authorizing such meetings to be held remotely by conference call or similar service, provided that the public has the ability to view or listen to such proceeding and that such meetings are recorded and later transcribed; and due notice of the time and place of said meeting was duly given in accordance with the Governor's Executive Order 202.1 (2020, 2021, 2022); (D) there was a quorum of the members of the Land Bank present throughout said meeting; and (E) Pursuant to the Land Bank Bylaws, a majority of the Board has voted to approve this resolution.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Land Bank this 29 th day of April , 2022

Secretary, Brian Barker

(SEAL)

SCHEDULE A CONTRACT

AGREEMENT BETWEEN THE TROY COMMUNITY LAND BANK CORPORATION AND ME STUDIOS

THIS AGREEMENT is made by and between the Troy Community Land Bank Corporation, a charitable organization under the laws of the State of New York, acting by and through its Executive Director, with a principal office at 200 Broadway, Suite 701, Troy, New York 12180 (hereinafter, the "Land Bank"), and **ME STUDIOS** with its principal office address of 6 Franklin Place, Troy, NY 12180, the ("Contractor").

$\underline{\mathbf{W}} \underline{\mathbf{I}} \underline{\mathbf{T}} \underline{\mathbf{N}} \underline{\mathbf{E}} \underline{\mathbf{S}} \underline{\mathbf{E}} \underline{\mathbf{T}} \underline{\mathbf{H}}$:

WHEREAS, the Land Bank has heretofore requested proposals for Architectural Services (hereinafter, the "Services") to be rendered for its Legacy Cities Grant Application involving the following properties:

- 1. 17 Park Ave 90.63-2-9 2148 s.f.
- 2. 3209 7th Ave 90.63-1-13 3468 s.f.
- 3. 3211 7th Ave 90.63-1-13 3468 s.f.
- 4. 3229 6th Ave 90.62-3-9 2658 s.f.
- 5. 3230 6th Ave 90.62-3-7 3180 s.f.
- 6. 3215 6th Ave 90.62-3-13 2108 s.f.
- 7. 3340 6th Ave 90.55-3-27 2100 s.f.
- 8. 834 River St. 90.62-3-48 2772 s.f.
- 9. 836 River St. 90.62-3-49 3762 s.f

(hereinafter, the "Property"), said request having been issued and published by the Land Bank on January 25, 2022 (hereinafter called the "RFP") requesting proposals to be submitted no later than February 9, 2022; and

WHEREAS, in response thereto, Contractor has submitted a proposal with estimates on or before February 9, 2022 to render the requested Services (hereinafter called the "Proposal"); and

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

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

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

ARTICLE I. THE CONTRACT DOCUMENTS: INTERPRETATION

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

ARTICLE II. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

- 2.1 All work under this contract shall be done in strict accordance with all applicable Federal, State and Local regulations, standards and codes.
- 2.2 The work shall be performed as outlined in Schedule A attached (Response to RFP).

ARTICLE III. COMPENSATION

- 3.1 In consideration of the terms and obligations of this Agreement, the Land Bank agrees to pay and the Contractor agrees to accept payment as set forth in Schedule A attached (Response to RFP).
- 3.2 The prices set forth in the Proposal shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE IV. PAYMENT

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

ARTICLE V. TERM OF THE AGREEMENT

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

ARTICLE VI. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the Land Bank or the Contractor as follows:

- 6.1.1 The Land Bank may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to Land Bank-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the Land Bank may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the Land Bank may determine.
- 6.1.2 The Contractor may terminate this Agreement if the Land Bank is substantially in breach of it.
- 6.2 In the event of a breach by the Contractor, the Contractor shall pay to the Land Bank all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the Land Bank to procure a substitute Contractor to satisfactorily complete the work, together with the Land Bank's own costs incurred in procuring a substitute Contractor.

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

- Notwithstanding anything herein to the contrary, and to the extent permitted by law, this Agreement may be cancelled or terminated by the Land Bank without penalty or damages of any kind upon (1) refusal by an owner, shareholder, member, manager director or officer of the Legal Consultant, when called before a grand jury, head of state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, or (2) refusal of such person to sign a waiver of immunity against subsequent criminal prosecution, or (3) refusal of such person to answer any relevant question with respect to such transaction or contract.
- 7.2 Further, such person, and any firm, partnership, limited liability company or corporation of which such person is a shareholder, member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal.
- 7.3 In the event of cancellation or termination of this Agreement pursuant to this article, any monies owing by the Land Bank for services completed prior to the cancellation or termination shall be paid to the Contractor.

ARTICLE VIII. PROHIBITION OF CONTRACT ASSIGNMENT

- 8.1 The Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of its right, title or interest therein, to any other person or entity without the prior written consent of the Land Bank.
- 8.2 The Contractor shall not subcontract for any portion of the Services required under this Agreement without the prior written approval of the Land Bank. Any such subcontractor

shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the Land Bank may deem necessary or appropriate.

ARTICLE IX. COOPERATION

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

ARTICLE X. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor its Land Bank-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE XI. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

ARTICLE XII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE XIII. INDEMNIFICATION

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

ARTICLE XIV. INSURANCE COVERAGE

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

ARTICLE XV. NON-COLLUSIVE BIDDING

By execution of this Agreement, Contractor warrants, under penalty of perjury, that to the best of knowledge and belief; the prices communicated to the Land Bank in establishing the costs of goods and services covered in this Agreement have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor. Unless otherwise required

by law, Contractor also warrants that the prices which have been quoted in its Proposal have not been knowingly disclosed by the Contractor prior to opening, directly or indirectly, to any other contractor or to any competitor. Contractor also warrants that no attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

ARTICLE XVI. NO WAIVER OF PERFORMANCE

Failure of the Land Bank to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the Land Bank's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE XVII. ADDITIONAL WORK

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

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

ARTICLE XVIII. LICENSES

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

ARTICLE XIX. PARTIAL INVALIDITY

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

ARTICLE XX. HEADINGS – CONSTRUCTION

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

ARTICLE XXI. NOTICES

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

ARTICLE XXII. GOVERNING LAW AND LEGAL ACTION

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

ARTICLE XXIIII. ENTIRE AGREEMENT

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

ARTICLE XXIV. MODIFICATION

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

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

TROY COMMUNITY LAND BANK CORPORATION

DATED: ______ BY: ______ Anthony Tozzi, Executive Director ME STUDIOS DATED: _____ BY: _____ Title: _____

COUNTY OF RENSSELAER) SS.:	
On the day of, 2022 appeared Anthony Tozzi, Executive Director personally of satisfactory evidence to be the individual whose name acknowledged to me that s/he executed the same in her/hi the instrument, the individual, or the person upon behalf of instrument.	known to me or proved to me on the basis is subscribed to the within instrument and is capacity, and that by her/his signature on
	NOTARY PUBLIC
STATE OF NEW YORK) COUNTY OF) SS.:	
On the day of, 2022 appeared personally know satisfactory evidence to be the individual whose name i acknowledged to me that she executed the same in her instrument, the individual, or the person upon behalf of instrument.	on to me or proved to me on the basis of is subscribed to the within instrument and capacity, and that by her signature on the
	NOTARY PUBLIC

SCHEDULE A

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

SCHEDULE B

TROY COMMUNITY LAND BANK CORPORATION HOLD HARMLESS AGREEMENT

TROY COMMUNITY LAND BANK CORPORATION requires:

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

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

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

INSURANCE REQUIREMENTS

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

- A. Commercial General Liability (ACORD 25 & ACORD 855) coverage with limits of liability not less than:
 - One Million Dollars (\$1,000,000.00) per occurrence
 - Two Million Dollars (\$2,000,000.00) annual aggregate
 - Two Million Dollars (\$2,000,000.00) products/completed operations aggregate.
 - Deductible should be no more than \$5,000
 - Must include a list of exclusions

- No warranties
- Endorsements must include:
 - Additional Insured including Premises operations and product/Completed Operations
 - Waiver of Subrogation
 - o 30 days notice of cancellation

0

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
 - o 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
 - o 30 days notice of cancellation
- D. Workers' Compensation and Employers' Liability coverage in form and amounts required by law. Certificate of Insurance (ACORD 25) evidencing the insurance.

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

For All Insurance Policies:

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

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

Enterprise Community Partners, Inc. 1 Whitehall Street, 11th Floor New York, New York 10064 The successful bidder shall furnish certificates of insurance to the Land Bank and corresponding policy endorsement setting forth the required coverage hereunder prior to commencing any work, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to the Land Bank. All insurance required shall be primary and non-contributing to any insurance maintained by the Land Bank. All required insurance policies shall provide a waiver of subrogation in favor of the Troy Community Land Bank Corporation. The Contractors policy may not contain any exclusion for NY Labor Law, injury to employees or injury to subcontractors. The successful bidder shall ensure that any subcontractors hired carry insurance with the same limits and provisions provided herein. The successful bidder agrees to cause each subcontractor to furnish the Land Bank with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such subcontractor commencing any work. In addition to the Certificate of insurance (Acord 25) the contractor must provide an (Accord 855) form to the Land Bank.

Note:

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

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

HOLD HARMLESS

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

	ME Studios
DATED:	BY:
	Title:

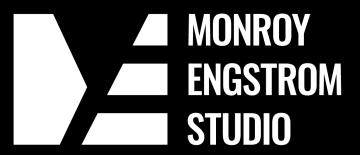
NON-COLLUSIVE AFFIDAVIT

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - 1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and,
 - 3. No attempt has been made, or will be made, by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder4 cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determined that such disclosure was not made for the purpose of restricting competition.
- C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured,
 - (B) has informed prospective customers or proposed or pending publication of new or revised price lists for such items (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A) (1).
- D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm:	
Signed	
C	
by: Title:	
_	
Date:	-

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

Resolves that this corporation for York, Rensselaer County, collusion and waiver of in inaccuracies or misstateme penalties of perjury.	, and to include in suc mmunity as the act a	Troy Common Troy C	unity Land I the certifica corporation,	bank, New te as to non- and for any
The foregoing is a	true and correct	copy of the	resolution	adopted by
Corporation at a meeting of its board of d (SEAL OF THE CORPO)			_day of	, 2022.
	,			
Signature of Secretary				



LIST OF PROPERTIES

3215 6th Avenue

3229 6th Avenue

3230 6th Avenue

3340 6th Avenue

834 River Street

836 River Street











PROPOSAL

Legacy City Access Program

January 19, 2022

Dear David & Emily,

It was our pleasure to meet and discuss with you your Legacy City Access Program, with the need for architectural drawings for 6 distinct buildings in North Troy. We love working on urban revitalization projects and we are excited at the prospect of you to get your vision realized. Having been doing this type of work for the past 12 years we know ME Studio can bring great value to the project at the large.

We truly enjoy our work and try to make the process as clearly understandable and enjoyable as possible for everyone involved. We approach every project with the mindset of being, above all else, facilitators for the overlying end goals of our client. With an understanding of what your needs are, we've prepared what we feel would be the most effective approach for our proposal.

Following is an outline of the architectural process we propose for design and permitting of the addition.

Thank you and best regards,

Graciela Monroy & Kyle Engstrom

ME Studio 6 Franklin Place Troy, NY 12180



ARCHITECTURE PROPOSAL

RE: Legacy City Access Program

The scope of work for this proposal includes the schematic and permit drawings for a full gut rehab of six distinct buildings in North Troy.

We divide up the architectural work into three distinct phases, Schematic/Design Development, Permit Drawings, and Construction Observation. A brief description of work required to start the project as well as a description of these three architectural phases follows:

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- 1. Existing conditions documentation, plans and surveys.
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- 3. Any known opportunity or constraints on the property.
- 4. Any items you find might be important to share, including pictures, lighting specifications, magazine images, or existing / new furniture that you'd like to incorporate, or anything else you may have saved for reference.

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Final deliverables in this Schematic/Design Development Phase include:

Final floor plan and some schematic elevations, 1 interior 3D view per building

Preliminary Electrical & Lighting Plans

3D rendered floor plan of each building (for marketing and bidding purposes)

Phase II - Bid / Permit Set, Project Manual of Specifications

In Phase II, likely overlapping slightly with Phase I, we'll focus on the following deliverables:

Bid / Permit Set includes:

Tax Map / Area Plan, Code Analysis and Life Safety (as needed for unique changes to the exiting buildings), Climatic Design Criteria, Exterior Photos & Descriptions as needed for unique conditions, Demolition Plans, Proposed Floor Plans, Window Schedule & Specifications, Door Schedule & Specifications, Equipment Schedule, Plumbing Diagram & Schedule, Electrical & Lighting Plans, Partition Details, Insulation Specifications, Energy Calculations, Interior & Exterior Finish Schedules (includes coordination with MEP, Structural, or other required engineers or consultants as needed). Project Manual of Specifications

PDF packet that includes all finishes, fixtures, and equipment that we identify for the project. Package will include product images, cut sheets, installation instructions by manufacturer, etc.

Phase III - Construction Observation

In this phase we will act as your advocate throughout construction, develop solutions to any issues that may arise, and conduct site meetings (as needed) at critical points during construction. Our responsibility is to familiarize ourselves with the progress and quality of the construction and to determine, in general, if the construction is proceeding in accord with the approved drawings and specifications. If required, we will file reports with the Building Department at regular intervals indicating the times of our visits, the status of the construction and any defects or discrepancies between the actual construction and the approved drawings and specifications affecting structural, fire, health or safety which we may observe. We shall advise the Building Department when such discrepancies have been corrected. We conclude this phase once construction has finished, and we have submitted a Letter of Completion to the Building Department.

This Phase includes: up to 3 on-site meetings, and continuous phone/email support.

Additional Services

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ARCHITECTURE PROPOSAL

RE: Legacy City Access Program

Timing:

We are able to begin work within 2 weeks of executing a contract. We anticipate a 6-8 week timeline for phases 1 and 2 combined.

Our Agreement

Upon a preliminary agreement of the terms set forth in this letter we will send our our standard AIA B105 agreement for Architectural Services. If any consultants are requested or required they will be commissioned directly by you with no mark up. Reimbursables are typically printing and delivery costs and items specifically executed for your project.

Fixed Fee & Payment Schedule

We propose to provide the work stated above for a fixed fee divided in the following effort:

Fixed Fee: \$46,250.00

25% To begin work 35% Schematic/Design Development_Phase 1 35% Permit & Bid Set_Phase 2 5% Construction Observation

Invoices will be billed monthly based on phase percentage completion. Should any additional Structural or MEP Engineering be required, they will be contracted seperately by owner.

Once you've had a chance to look over this information, I look forward to discussing our potential to work together.

Kind Regards,

Graciela Monroy , AIA Graciela Monroy Architect PLLC Principal ME Studio





DLINNEMAN



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

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	DUCER				CONTA NAME:	CT		1		
R.J. Carignan & Company PO Box 5046				PHONE (A/C, No, Ext): (518) 235-4303 FAX (A/C, No)			No):(518)	235-0634		
	on Park, NY 12065				E-MAIL ADDRE	_{ss:} info@rjc	insurance.	com		
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	Graciela Monroy Architect, F	PLLC	;		INSURE	RC:				
	53 3rd St				INSURER D :					
Troy, NY 12180						INSURER E :				
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	Graciela Monroy Architect, F 53 3rd Street Troy, NY 12180	PLLC	:		THE ACC	EXPIRATION ORDANCE WI	N DATE TH TH THE POLIC	ESCRIBED POLICIES B EREOF, NOTICE WIL CY PROVISIONS.		
	1109, 111 12100					Mout 5 Page 1				

EXHIBIT AINITIAL DISCLOSURE FORM

This form must be signed and returned with proposal

		1. Exceptions to the RFQ (Please check one of the following)
	X	This Proposal does not take exception to any requirement of the RFQ, including but not limited to any of the terms of any contracts that are a part of this RFQ
		This Proposal does take exception to requirements of the RFQ or terms of any contracts contemplated thereby. The specific exceptions are listed in aseparate attachment.
X	Yes	2. State Debarment List espondent on the State of New York's Debarment List?
Has to (1) been act or perior provided Act of set as one of	the Respo cited for to r of any stand d preceding isions of a of 1970, and side follow or more crud preceding	Safety and Health Law Violations and the composition of the compositio
X	Ye	es If "yes," attach a sheet fully describing each such matter.
invol	vedfor the	4. Arbitration/Litigation Respondent or any of its principals (regardless of place of employment) been a most recent ten (10) years in any resolved or pending arbitration or litigation? As If "yes," attach a sheet fully describing each such matter.

	Has the Respondent or any of its principals (regardless of the place of employment) ever been the subject of any criminal proceedings? Yes If "yes," attach a sheet fully describing each such matter. No
6.	Ethics and Offenses in Public Projects or Contracts Has the Respondent or any of its principals (regardless of the place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard or to have committed any other offense arising out of the submission of Proposals or bids or the performance of work on public works projects or contracts? Yes If "yes," attach a sheet fully describing each such matter. No
	NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE RESPONDENT'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPRISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.
	Firm Name: Graciela Monroy Architect PPLC dba ME Studio Address 53 3rd Street Troy, NY 12180
	Signed By: Graciela Monroy Title Owner, Principal
	Date: 02-09-2022 Telephone # 954-478-4525
	Email: gm@mestudiodesign.com Website: mestudiodesign.com

^{*} The signatory must be an authorized representative of the Respondent with full power and authority to execute this Disclosure Form.

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EXHIBIT B LEGAL STATUS FORM

This form must be signed and returned with the Proposal

		elow, attached a separate signed and returned with	sheet if you need additional the Proposal.			
maintained, occupied ar on the Respondent's busine	nd used by the Respondent's		egularly in attendance tocarry ntained, occupied and used			
of business. An			-			
Please Check One:	Γ					
Sole Proprietorship: □	Limited Liability	Corporation: □	Partnership: □			
If a Sole Proprietorship	Company: X					
ii a sole i roprietorship						
Respondent's Full Lega	l Name:					
Yes □No □		of business" in New York P.O. Box) of that "perman	, as defined above? ent place of business" below.			
		T	T			
City:		State:	ZIP Code:			
Mailing Address (if diff	erent from Street Addre	ess):				
City:	City: State: ZIP Code					
Owner's Full Legal Name:						
Number of years engage	ed in business under "S	ole Proprietor" or Trade N	Jame:			
If a Corporation						
Respondent's Full Lega	l Name:					
Yes □ No□	ıll street address (Not a	of business" in New Yorl P.O. Box) of that "perma	x, as defined above? nent place of business" below.			
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City:		State:	ZIP Code:			
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City:	City: State: ZIP Code:					

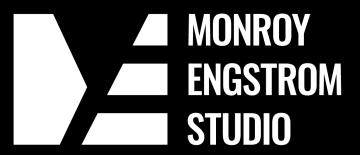
Owner's Full Legal Name:		
Number of years engaged in business:		
Name of Current Officers:		
Chief Executive Officer:		
President:		
CFO/Treasurer:		
Secretary:		
If a Limited Liability Company		
Respondent's Full Legal Name: Graciela Monr	oy Architect PLLC dba N	ME Studio
Does the Respondent have a "permanent place Yes x No □ If yes, please provide full street address (Not a Street Address: 53 3 rd Street		
City: Troy	State: NY	ZIP Code: 12180
Mailing Address (if different from Street Addre	ess):	
City:	State:	ZIP Code:
Owner's Full Legal Name: Graciela Carolina N	Monroy	
Number of years engaged in business: 4		
Number of Current Manager(s) or Member(s):	1	
If a Partnership		
Respondent's Full Legal Name:		
Does the Respondent have a "permanent place Yes \square No \square If yes, please provide full street address (Not a Street Address:		
City:	State:	Zip Code:
Mailing Address (if different from Street Addre	ess):	
City:	State:	Zip Code:

Owner's Full Legal Name:	
Number of years engaged in business:	
Names of Current Partner(s):	
Disclosure Form Authorization	
Firm Name: Graciela Monroy Architec NY 12180	et dba ME Studio Address 53 3 rd Street Troy,
Signed By: Graciela Monroy	Title Owner, Principal
Date: 02-09-2022	Telephone # 954-478-4525

9 money

Signature

* The signatory must be an authorized representative of the Respondent with full power and authority to execute this Disclosure Form.



LIST OF PROPERTIES

3215 6th Avenue

3229 6th Avenue

3230 6th Avenue

3340 6th Avenue

834 River Street

836 River Street











PROPOSAL

Legacy City Access Program

January 19, 2022

Dear David & Emily,

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ME Studio 6 Franklin Place Troy, NY 12180



ARCHITECTURE PROPOSAL

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ARCHITECTURE PROPOSAL

RE: Legacy City Access Program

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Kind Regards,

Graciela Monroy , AIA Graciela Monroy Architect PLLC Principal ME Studio





DLINNEMAN



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DATE (MM/DD/YYYY) 2/9/2022

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R.J.	Carignan & Company Box 5046				PHONE (A/C, No	o, Ext): (518) 2	235-4303	FAX (A/C,	No): (518)	235-0634
	on Park, NY 12065				E-MAIL ADDRES	_{ss:} info@rjc	insurance.	com		
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INSL	JRED				INSURE	RB:				
	Graciela Monroy Architect, F	PLLC	;		INSURER C:					
	53 3rd St Troy, NY 12180				INSURE	RD:				
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	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence	s) \$	
								MED EXP (Any one person	´	
								PERSONAL & ADV INJUR	Y \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP A	.gg \$	
	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO							BODILY INJURY (Per person	on) \$	
	OWNED AUTOS ONLY SCHEDULED AUTOS							BODILY INJURY (Per accid	dent) \$	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
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	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N							PER OT ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. EACH ACCIDENT	\$	
	If yes, describe under							E.L. DISEASE - EA EMPLO		
Α	Professional Liab			V25E54220301		1/26/2022	1/26/2023	E.L. DISEASE - POLICY LI	MIT \$	1,000,000
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					CANC	NELL ATION				
CE	RTIFICATE HOLDER				CANC	ELLATION				
Graciela Monroy Architect, PLLC 53 3rd Street Troy, NY 12180				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
			Mouts Reservative							

EXHIBIT AINITIAL DISCLOSURE FORM

This form must be signed and returned with proposal

		1. Exceptions to the RFQ (Please check one of the following)
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X	Yes	espondent on the State of New York's Debarment List?
Has t (1) been of act or period provis Act of set as one o	he Respo cited for to of any stand d preceding sions of a of 1970, and dide follower more crud d preceding	Safety and Health Law Violations Indent or any firm, corporation, partnership or association in which it has an interest three (3) or more willful or serious violations of any occupational safety and health andard, order or regulation promulgated pursuant to such act, during the three-year ing the Proposal (provided such violations were cited in accordance with the my state occupational safety and health act or the Occupational Safety and Health and not abated within the time fixed by the citation and such citation has not been wingappeal to the appropriate agency or court having jurisdiction) or (2) received iminal convictions related to the injury or death of any employee in the three-year age the Proposal?
X	Yo	es If "yes," attach a sheet fully describing each such matter.
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	Signed By: Graciela Monroy Title Owner, Principal
	Date: 02-09-2022Telephone # 954-478-4525
	Email: gm@mestudiodesign.com Website: mestudiodesign.com

^{*} The signatory must be an authorized representative of the Respondent with full power and authority to execute this Disclosure Form.

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EXHIBIT B LEGAL STATUS FORM

This form must be signed and returned with the Proposal

		elow, attached a separate signed and returned with	sheet if you need additional the Proposal.	
maintained, occupied ar on the Respondent's busine	nd used by the Respondent's		egularly in attendance tocarry ntained, occupied and used	
of business. An			-	
Please Check One:				
Sole Proprietorship: □	Limited Liability	Corporation: □	Partnership: □	
If a Sole Proprietorship	Company: X			
ii a sole i roprietorship				
Respondent's Full Lega	l Name:			
Does the Respondent have a "permanent place of business" in New York, as defined above? Yes □No □ If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business" below. Street Address:				
City		Ctata	7ID Co.lo.	
City:		State:	ZIP Code:	
Mailing Address (if diff	erent from Street Addr	ess):		
City:		State:	ZIP Code	
Owner's Full Legal Name:				
Number of years engaged in business under "Sole Proprietor" or Trade Name:				
If a Corporation				
Respondent's Full Legal Name:				
Does the Respondent have a "permanent place of business" in New York, as defined above? Yes No If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business" below. Respondent's Full Legal Name:				
Street Address:				
City:		State:	ZIP Code:	
Mailing Address (if different from Street Address):				
City:		State:	ZIP Code:	

Owner's Full Legal Name:				
Number of years engaged in business:				
Name of Current Officers:				
Chief Executive Officer:				
President:				
CFO/Treasurer:				
Secretary:				
If a Limited Liability Company				
Respondent's Full Legal Name: Graciela Monr	oy Architect PLLC dba N	ME Studio		
Does the Respondent have a "permanent place Yes x No □ If yes, please provide full street address (Not a Street Address: 53 3 rd Street				
City: Troy	State: NY	ZIP Code: 12180		
Mailing Address (if different from Street Addre	ess):			
City:	State:	ZIP Code:		
Owner's Full Legal Name: Graciela Carolina N	Monroy			
Number of years engaged in business: 4				
Number of Current Manager(s) or Member(s): 1				
If a Partnership				
Respondent's Full Legal Name:				
Does the Respondent have a "permanent place of business" in New York, as defined above? Yes \(\subseteq \no \subseteq \no \subseteq \) If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business" below. Street Address:				
City:	State:	Zip Code:		
Mailing Address (if different from Street Address):				
City:	State:	Zip Code:		

Owner's Full Legal Name:	
Number of years engaged in business:	
Names of Current Partner(s):	
Disclosure Form Authorization	
Firm Name: Graciela Monroy Architec NY 12180	et dba ME Studio Address 53 3 rd Street Troy,
Signed By: Graciela Monroy	Title Owner, Principal
Date: 02-09-2022	Telephone # 954-478-4525

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Signature

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