

**TROY COMMUNITY LAND BANK
RESOLUTION TO ENTER INTO A CODEVELOPMENT
AND CONTRACTOR AGREEMENT**

A regular meeting of the Troy Community Land Bank Corporation (the “TCLB”) was convened pursuant to and was in all respects duly held pursuant to Governor’s Executive Order 202.1 (2020) permits the board to consider the use of telephone conferencing, “to the extent necessary to permit any public body to meet and take such actions authorized by the law without permitting in public in-person access to meetings and authorizing such meetings to be held remotely by conference call or similar service, provided that the public has the ability to view or listen to such proceeding and that such meetings are recorded and later transcribed; and due notice of the time and place of said meeting was duly given in accordance with the Governor’s Executive Order 202.1 (2020) on April 28, 2021 at 8:30 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	<u>Present</u>
Suzanne Spellen	Vice-Chair	<u>Present</u>
Elbert Watson	Member	<u>Present</u>
Brian Barker	Secretary	<u>Absent</u>
Andrew Cooper	Member	<u>Present</u>
Jeanette Nicholson	Member	<u>Present</u>
John Cubit	Member	<u>Present</u>
John Carmello	Member	<u>Absent</u>
Krystina Marable	Member	<u>Absent</u>
Patricia Reilly	Member	

LAND BANK STAFF/COUNSEL PRESENT INCLUDED THE FOLLOWING:

Name	Title
Anthony Tozzi	Chief Executive Officer
Catherine M. Hedgeman	General Counsel

The following resolution was offered by Heather King, seconded by Suzanne Spellen, to wit:

The recitals above are hereby incorporated into this Resolution as if fully set forth herein.

1. The Members of the Board hereby approve the proposed agreement and corresponding cost proposal; and

2. The Members of the Board hereby authorize the Executive Director Anthony Tozzi, General Counsel Catherine M. Hedgeman and/or Heather King, Chairman to execute and deliver such documents and funds to effectuate the agreement; and
3. 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	<u>Yes</u>
Suzanne Spellen	Vice-Chair	<u>Yes</u>
Elbert Watson	Member	<u>Yes</u>
Andrew Cooper	Member	<u>Yes</u>
Jeanette Nicholson	Member	<u>Yes</u>
John Cubit	Member	<u>Yes</u>
John Carmello	Member	<u>Yes</u>

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

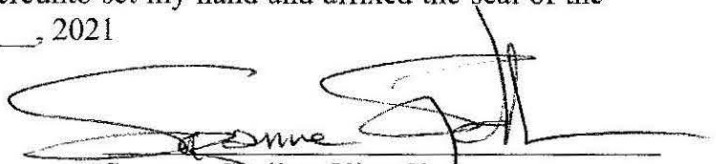
STATE OF NEW YORK)
) SS.:
COUNTY OF RENSSELAER)

I, the undersigned Secretary of the TROY COMMUNITY LAND BANK CORPORATION DOES HEREBY CERTIFY, that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Land Bank, including the Resolution contained therein, held on April 28, 2021 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Land Bank this 28th day of April, 2021


Suzanne Spellman, Vice Chair

(SEAL)

CODEVELOPMENT AND CONTRACTOR AGREEMENT

This Co-development Agreement (“Agreement”) is made this 28th day of April, 2021 by and between the Troy Community Land Bank (“TCLB”), a not-for-profit corporation operating from 200 Broadway, Suite 701, Troy, New York 12180 and the Social Enterprise and Training Center (“SEAT”), a not-for-profit organization with a mailing address 131 State Street, Schenectady, New York 12305; and

WHEREAS, Enterprise Community Partners, Inc. (“Enterprise”) has awarded the Land Bank grant funding to carry out community revitalization activities in the City of Troy (the “Funds”); and

WHEREAS, to ensure the Land Bank uses the Funds in accordance with Enterprise’s Community Revitalization Initiative, the Land Bank and Enterprise entered a certain Land Bank Grantee Agreement dated as of March 30, 2018 which is attached hereto and made a part hereof as **Schedule A** (the “Grantee Agreement”); and

WHEREAS, a portion of the Funds will be used to subsidize the renovation of buildings which were previously tax-delinquent, vacant, blighted, and underutilized and are now owned or will be owned by the Land Bank (collectively, the “Properties” and individually, a “Property”) with the intent to renovate and sell to low-income, owner occupants; and

WHEREAS, TCLB and the SEAT desire to work together as co-developers to bring about the renovation of the Properties as each has distinct, yet complimentary, areas of expertise that, together, will bring about the successful redevelopment and occupancy of the Properties; and

WHEREAS, TCLB and SEAT desire to complete a new build at 791 River Street, Troy, New York 12180; and

WHEREAS, the TCLB and SEAT desire to enter an agreement setting forth their respective rights and obligations associated with competition of a new building at 791 River Street, Troy, New York 12180; and

NOW THEREFORE, in consideration of the foregoing and in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

CONTRACTOR AGREEMENT TERMS

BEWTEEN the “Owner” or the “Land Bank”:
Troy Community Land Bank Corporation
200 Broadway, Suite 701
Troy, New York 12180

and the “Contractor” or “SEAT”:
Social Enterprise and Training Center,
Inc. 131 State Street
Schenectady, NY 12305

for the following “Project”:
Construction/Rehabilitation of a two-family residence at 791 River Street, Troy, New York
12180

Owner and Contractor agree as follows:

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contract Documents consist of:

1. This Agreement signed by Owner and Contractor;
2. Bids or Proposals submitted by Contractor:
Exhibit A- 791 River Street Scope of Work, Project Budget, and Proposed Timeline
3. addenda prepared by the Architect:

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

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Contractor shall commence Work by June 1, 2021 (the “Date of Commencement”) and shall substantially complete December 31, 2021 (the “Contract Time”), subject to adjustment as provided in Article 10.

ARTICLE 3 CONTRACT SUM

Subject to additions and deductions in accordance with Section 6.1.3 or Article 10, the total amount payable by Owner to Contractor for performance of the Work under the Contract (the "Contract Sum") is: **\$123,150.00**. The total budget is provided on Exhibit A. The remainder of funds necessary to complete the Project will be provided by third parties identified in the Scope of Work on Exhibit A. The Contract Sum shall not be adjusted without the Owner's prior written approval.

ARTICLE 4 PAYMENT

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

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

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

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

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

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

§ 4.6. Final payment shall not become due until (1) Owner finds the Work acceptable and the Contract fully performed, and (2) Contractor submits to Owner releases and waivers of liens,

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

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

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

ARTICLE 5 INSURANCE

§ 5.1 Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the Land Bank, insurance policies of the kinds and in the amounts provided in the Schedule "A" attached hereto and made a part hereof. The insurance policies shall name the Land Bank as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the Land Bank.

§ 5.2 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.

§ 5.3 All insurance required shall be primary and non-contributing to any insurance maintained by the Land Bank. The Contractor shall ensure that any Land Bank-approved subcontractors hired also carries insurance with the same limits and provisions provided in this article and Schedule A. Each Land Bank-approved subcontractor shall furnish the Land Bank with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such contractor commencing any work.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 CONTRACTOR'S WORK

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

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

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

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

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

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

§ 6.4 PERMITS, FEES AND NOTICES

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

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

§ 6.5 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance

of the Contract. Contractor shall promptly remedy damage and loss to property caused in whole or in part by acts or omissions of Contractor, any subcontractors, or agents or employees of either.

§ 6.6 INDEMNIFICATION

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

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

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

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

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

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

to perform by the Owner.

§ 6.7 ARCHITECT

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

ARTICLE 10 CHANGES IN THE WORK

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

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

ARTICLE 11 TIME

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

ARTICLE 12 USE OF SUBCONTRACTORS

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

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

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

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

§ 15.2 GOVERNING LAW

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

§ 15.3 ENTERPRISE AGREEMENT

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

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

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

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

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

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

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

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

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

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

ARTICLE 17 OTHER TERMS AND CONDITIONS

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

[Signature Page Follows]

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

Troy Community Land Bank Corporation

By: _

Name: Anthony Tozzi

Title: Executive Director

Social Enterprise and Training Center, Inc.

By: _

Name: Jennifer Lawrence

Title: Executive Director

EXHIBIT A – Part I – SCOPE OF WORK AND PROPOSED BUDGET

Carpentry and general labor Performed by SEAT staff and trainees

Remove insulation in underside of 2 bay overhangs. Install new insulation and air barrier.
Reframe NE corner bay overhang per industry standards.
Install railings on decks. Use vinyl railings and posts.
Cut back deck and replace rim joists.
Replace HardiBoard siding with PVC trim board 6" up on decks.
Seal all utility penetrations.
Remove rust, clean and paint lintels and steel where needed.
Cut back dryer vent pipes and cap.
Make all necessary adjustments to mechanical room door. Patch and repair sheathing and framing.
Caulk and seal mechanical room door and install threshold.
Provide and install wooden fence and gate.
Extend threshold on south wall first floor.
Remove stickers and clean windows.
Check operation of windows.
Adjust self-closing hinges on fire rated doors.
Install dishwashers.
Remove all flooring in each apartment and replace with good quality Luxury Vinyl Plank floor.
Install baseboard on south wall in 2nd and 3rd floor apartments.
Install mirrors in both bathrooms.
Install shelf on top of wall cabinets in both apartments.
Trim skylight in third floor apartment.
Install panels on island cabinets in both kitchens.
Install all missing door hardware, cabinet hardware and bath accessories in both apartments.
Perform all necessary carpentry and demolition to move bathroom wall to provide 36" hall.
Rebuild all stairways to meet code and install handrails and finish floor on landings.
Drywall under stairs and mechanical room and seal all penetrations.
Build fire rated wall separating 1st floor mechanical room from stairwell.
Install LVP flooring in mechanical rooms.
Install door at 1st and 2nd floor landings for mechanical room access.
Finish insulation and drywall in vacant tenant space.
Tape and prime vacant tenant space.
Build soffit to hide blocking and bolts that extend beyond drywall in vacant tenant space.

Total	\$76531.30
Omit fixing Cornice	- 1854.60
Vinyl railing instead of cable	-6000.00

Electric

Install 5 lights fixtures in bay overhangs.
Install remaining light fixtures in both apartments and hallways.
Install cover plates on receptacles and switches.
Move all lights, switches, and receptacles necessary to move bathroom wall to widen hallway.
Install smoke and CO detectors.
Install sump pump receptacle.

\$3000

Excavation, site work

Adjust grade and direct run off away from building.

Remove necessary fill and install foundation insulation to meet code. Backfill foundation and install 8" stone or crusher run base.

\$6000

HVAC

Install condensate lines to roof level.

Install 2 condensers at roof. Condensers are on site.

Install diffusers at all heat and ac supply and returns.

Inspect first floor furnace, there was a lot of condensate in winter.

Clean all duct work and replace filter post construction.

Inspect gas service pipe and install proper grounding at transition from black steel to flex pipe, install bond strap and drip legs.

\$6350

Paint and Stain

Apply an additional coat of paint to exterior walls.

Stain both decks.

Caulk all corner boards, openings, and joints between siding and CMU's.

Caulk and fill nail holes where needed in both second and third floor apartments and stairwells.

Apply an additional coat of paint to all walls, ceilings, and trim in second and third floor apartments and stair wells.

Paint and poly all stair treads and risers at stairwell.

Prime and paint new drywall and patches in both apartments and stairwells.

Paint steel with intumescent paint in vacant tenant space.

\$14,768.70

Roof

Install 2 scuppers at owner's location.

\$1600

Plumbing

Provide and install 3 Navien on demand hot water heaters.

Fill and test system for leaks.

Install 2 water closets.

Provide and install faucets for 4 sinks and 2 showers.

Install faucets and fittings.

Connect 2nd and 3rd floor water supplies at 1st floor Mechanical room.

Move all plumbing and provide and install 48" shower pan necessary to move wall to widen hallway.

Finish installation of any missing elements for complete and operable sprinkler system.

Complete installation of sump pump.

\$14,900

EXHIBIT A - TIMELINE

EXHIBIT B-INSURANCE REQUIRMENTS

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

A. Commercial General Liability (ACORD 25 & ACORD 855) coverage with limits of liability not less than:

- One Million Dollars (\$1,000,000.00) per occurrence
- Two Million Dollars (\$2,000,000.00) annual aggregate
- Two Million Dollars (\$2,000,000.00) products/completed operations aggregate.

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

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

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

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

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

C. Environmental Pollution Liability

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

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

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

For All Insurance Policies:

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

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

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

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

Note:

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

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

EXHIBIT C

FINAL WAIVER OF LIEN AND RELEASE

OWNER: Troy Community Land Bank

PROPERTY: 791 River, Troy New York 12180

PROJECT: Construction of a new build; 2 Apartments and commercial space at 791 River Street, City of Troy

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

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

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

Social Enterprise and Training
Center, Inc.

By: _____
Jennifer Lawrence, Executive Director

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

On this _____ day of _____ in the year 20____ before me, the undersigned, personally appeared **Jennifer Lawrence**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary's Signature