

**RESOLUTION TO ENTER INTO A CONTRACT FOR  
ARCHITECTURAL SERVICES WITH TROY ARCHITECTURE PRACTICE, PLLC**

A regular meeting of the Troy Community Land Bank Corporation (the “TCLB”) was convened in public session at Troy City Hall, 433 River Street, Fifth Floor Main Conference Room, in the City of Troy, Rensselaer County, New York on August 31, 2022 at 8:30 a.m. o’clock local time.

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

**PRESENT:**

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

**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 Troy Architectural Practice, PLLC (hereinafter “TAP”) 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**, TAP 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 TAP is hereby awarded; and
2. The Contract attached hereto as Schedule A between TCLB and TAP 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 _____
Suzanne Spellén	Vice-Chair	VOTING _____
Elbert Watson	Treasurer	VOTING _____
Brian Barker	Secretary	VOTING _____
Andrew Cooper	Member	VOTING _____
Jeanette Nicholson	Member	VOTING _____
John Carmello	Member	VOTING _____
Krystina Marable	Member	VOTING _____
Patricia Reilly	Member	VOTING _____

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 (the “TCLB”), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Board, including the Resolution contained therein, held on August 31, 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 Board had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; (D) there was a quorum of the members of the Board present throughout said meeting; and (E) Pursuant to the TCLB 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 Agency this \_\_\_\_ day of August, 2022.

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Secretary

(SEAL)

**AGREEMENT  
BETWEEN THE TROY COMMUNITY LAND BANK CORPORATION  
AND TROY ARCHITECTURE PRACTICE, PLLC**

**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 **TROY ARCHITECTURE PRACTICE, PLLC** with its principal office address of 210 River Street, Troy, NY 12180, the (“Contractor”).

**W I T N E S S E T 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**

- 7.1 Notwithstanding anything herein to the contrary, and to the extent permitted by law, this Agreement may be cancelled or terminated by the Land Bank without penalty or damages of any kind upon (1) refusal by an owner, shareholder, member, manager director or officer of the 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 Land Bank of that opinion and shall provide a cost estimate for said work. Contractor shall not perform any additional work without the written consent of the Land Bank.

The terms of this contract 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 XXIII. ENTIRE AGREEMENT**

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

**ARTICLE XXIV. MODIFICATION**

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

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

**TROY COMMUNITY LAND BANK CORPORATION**

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

BY: \_\_\_\_\_  
Anthony Tozzi, Executive Director

**TROY ARCHITECTURE PRACTICE, PLLC**

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

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

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

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

On the \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, personally appeared **Anthony Tozzi, Executive Director** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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NOTARY PUBLIC

STATE OF NEW YORK     )  
COUNTY OF \_\_\_\_\_ ) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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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
  - 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  
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.

## **TROY ARCHITECTURAL PRACTICE, PLLC**

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

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

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



## NON-COLLUSIVE AFFIDAVIT

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

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

Signed \_\_\_\_\_

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

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

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

Resolves that \_\_\_\_\_ be authorized to sign and submit the bid or proposal of this corporation for \_\_\_\_\_ Troy Community Land bank, New York, Rensselaer County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity as the act and deed of such corporation, and for any inaccuracies or misstatement in such certificate this corporate bidder shall be liable under penalties of perjury.

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

\_\_\_\_\_  
Corporation

at a meeting of its board of directors held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**(SEAL OF THE CORPORATION)**

\_\_\_\_\_  
Signature of Secretary



TROY ARCHITECTURE PRACTICE, PLLC.

ELIZABETH RODRIGUEZ R.A., LAURA E. RYDER R.A, BARBARA L. NELSON R.A., AIA

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

August 23, 2022

Dear Tony,

We are excited to work with TCLB renovating three of the Legacy buildings. I understand you would like us to focus on 3209 and 3211 7<sup>th</sup> Avenue, and 17 Park Ave. I've revised the fee section of our proposal accordingly. If this looks good to you we are able to start in as we get a contract executed.

Give me a shout with any questions.

Thank you

Barb Nelson, Registered Architect  
518-274-3083 [bnelson@tapinc.org](mailto:bnelson@tapinc.org)

**PROPOSAL FOR ARCHITECTURAL & ENGINEERING SERVICES**  
**To Troy Community Land Bank Corp**  
**for Troy's Legacy Cities Initiative**  
**January 12, 2022**

**ABOUT TAP**

As the nonprofit Community Design Center for New York's Capital Region, TAP provides architectural design, planning and technical services to nonprofit organizations, neighborhood associations, and property owners who seek to improve their buildings, neighborhoods, and cities. Working closely with our clients and their constituents, TAP educates and advocates for the value of sustainable design, planning and public policy, and collaborates with a variety of public and private agencies to promote livable communities and inclusive neighborhood development. TAP has been involved in the national network of Community Design Centers since its beginnings in the early 1970's.

TAP's portfolio ranges from single family home renovations to adaptive reuse of industrial and institutional buildings; from planning studies and grant writing to workshops and placemaking events. In projects large and small, our work is focused on urban revitalization, sensitive development, architectural preservation, sustainability, fair housing and the removal of architectural barriers.

TAP Inc. is a New York State NPC. Our commitment to the region's architectural legacy, our 50+ years of expertise, and our sense of the possible, have helped preserve many Capital Region landmarks. And our commitment to community planning, along with our work on hundreds of classic urban houses, churches, schools and firehouses have helped preserve neighborhoods throughout the region. TAP looks forward to assisting TCLB and Shades Construction LLC in this transformative Legacy Cities initiative.

**TAP's APPROACH TO the LEGACY CITIES PROJECT**

TAP shares TCLB's mission to preserve neighborhoods through reclamation of abandoned properties and development of vacant parcels. Not every single building can be efficiently renovated but those that can be, should be. They contribute to the character, history, and sustainability of a community. *"The greenest building is the one already standing"*. Preservation purists question our passion to preserve buildings which are not extraordinary. We value these buildings not only because they are salvageable, but because they were built and lived in by the workers and craftsmen who built our economy and our extraordinary landmarks. These buildings and neighborhoods are viable. Affordable housing guards against displacement while preserving economic diversity.

We understand that thoroughness and transparency is critical to projects with government funding. Permitting, approvals, bidding, and contract management procedures are as important as the quality of the construction work itself. We keep complete records of our work and share all materials with our clients.

The renovation and sale of ten buildings in North Central should cause a positive buzz in the neighborhood. TAP is also involved with construction of eight Habitat for Humanity homes within blocks of the Legacy homes. Residents will have concerns and questions surrounding all this activity. We propose that a newsletter or electronic media be developed to keep neighbors informed and excited about the progress. This will also help attract local homebuyers. If Covid allows, we can imagine some open house events. These ideas can be explored further by the project team. A separate line item for outreach and education is listed in as an Optional Service in the fee proposal.

Knowing that the properties involved in this project will be sold as affordable homes by the Developer, we will pay special attention to the long-term value and sustainability of systems and materials specified. These properties will be solid, dependable affordable homes where families can build legacy and build wealth.

### **METHODOLOGY – Scope of Architectural and Engineering Services**

Every building is unique, but the nine buildings to be renovated share very similar details of construction. They will also share similar patterns of deterioration from use, weather, and neglect. TAP has worked with buildings like this for 50+ years. In an average year we may touch on 60 different 2-3 family buildings in the Capital Region. TAP has also been designing new affordably constructed homes for Habitat for Humanity Capital Region for a dozen years. We have a portfolio of design ideas to share applicable to this project.

Following is a list of the services TAP provides. TCLB may select some or all of these services for some or all of the buildings involved.

**1. Site Reconnaissance:** This work has been completed. TAP has provided documents of the existing conditions of the buildings and will use that work to move directly into schematic design.

Please note that TAP's site survey work has not and will not positively identify building materials that may be considered hazardous. This is not a service TAP provides. The type and amount of these materials can impact budget and influence the scope of replacement work.

**2. Preliminary Design:** Using data in hand TAP will offer conceptual design options to accomplish the programmatic goals and will work with The Developer and TCLB to arrive at a clearly defined, feasible, preferred solution for each renovation. TAP will prepare schematic drawings to illustrate the preferred solution, which may include floor plans, sections, and/or elevations. Together we will arrive at a clearly defined, economically feasible, solution for the work. Our design work will comply with all applicable building codes and municipal ordinances. If TAP architects determine that an engineering specialty is required in any particular property, then those professionals will be brought in as part of the design process.

**3. Public, Municipal and Funder Reviews:** TAP will prepare all necessary review packages for municipal approvals as needed, including Zoning and Planning. We will also provide materials as requested by funders for their interim reviews and approvals. TAP will attend up to 3 public meetings as required to present the project and address concerns and questions within our expertise. Additional meetings can be accommodated at additional cost.

**4. Design Development:** During Design Development, all important aspects of the work are established through further development of the design drawings, and with input from Shades and any consultants. The Design Development documents illustrate and describe the size and character of the Project. They will include architectural, structural, mechanical and electrical systems, foundation drawings, materials and such other elements as many be appropriate for presentation to governmental authorities having jurisdiction over the Project, including but not limited to, HCR, the Zoning Board of Appeals, Planning Board, Building Inspector, and any other agency with jurisdiction. TAP provides a full code analysis to determine what laws, statutes, ordinances, codes, orders, rules and regulations are triggered by the renovation work, and the Design Development Document shall comply with all such applicable laws, statutes, ordinances, codes, orders, rules and regulations, and the requirements of The Developer' lenders and/or investors if any.

The Design Development Documents are amended to reflect the comments, concerns, requests and requirements of regulatory agencies and funders. DD documents include outline specifications sufficient for construction cost estimating.

**5. Construction Documents:** Based on approval of the Design and Development Documents, and on authorization of any adjustments in the Project requirements and the budget for the Estimated cost of construction, TAP prepares a set of stamped construction documents which formally document the requirements for bidding, permitting and construction in sufficient detail to allow bidders to accurately price the materials and quality of work. These documents may include but are not limited to all architectural and engineering documents required to bid, obtain all public and funder approvals, construct the project.

The work depicted in the CDs shall comply with applicable laws, statutes, ordinances, codes, rules and regulations including but not limited to the New York State Building Code, Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1972, including the design criteria and other requirements of local utility companies.

~~**6. Bidding and Contract Award:** TAP can assist Shades in obtaining fair and competitive bids for the work described in the Construction Documents. Services may include: developing a list of qualified bidders, including MWBE bidders, preparing and submitting bid packages to bidders, facilitating site tours for bidders, answering bidders' questions, and reviewing and comparing submitted bids so that the Client can select a Builder. TAP is familiar with bidding and documentation requirements and is committed to promoting MWBE participation. 8/30/22-Bid & Award not required~~

~~**7. Construction Contract Administration:** TAP visits the site at least once every two weeks and attends regular project meetings to become familiar with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. TAP records and submits detailed minutes of these meetings to the Client. TAP responds to any Request for Information during the predevelopment, submittal and construction process from contractors, local/state/ and federal agencies. The A/E team also responds to informational requests from BCNI and its lenders. All information exchanges shall be thoroughly documented physically and electronically.~~

During construction TAP and its consultants can:

- ~~• coordinate special testing of construction materials that have been specified in the CDs.~~
- ~~• process submittals, Change Orders, RFIs, clarifications, Maintenance & Operating Manuals, Warranties~~
- ~~• review "As-Builts"~~
- ~~• review and certify payments due the Contractor in the form required by Lenders~~
- ~~• certify that we have completed on-site inspections to check the quality and quantity of the Work and that the quality of the Work is in accordance with the Contract Documents~~

~~Items 6 and 7 are listed as separate line items in the fee proposal because we are not certain whether the developer will require these services. If the Developer opts not to engage TAP for these services, our staff is always available on a per hour basis to visit the site and answer questions related to the construction and our documents as needed. 8/30/2022 CA not required~~

**PROJECT TEAM FOR LEGACY CITIES TROY:**

All team members are available and committed to providing the services required by this RFP for the duration of the contract period. All professional staff listed maintain their NYS Architecture licenses and are in good standing. Resumes are attached

BARB NELSON is a licensed architect and the Executive Director of TAP, Inc. She is responsible for administrative oversight of all TAP work. Ms. Nelson is experienced in both renovation and new construction. She will support and supervise TAP's team and manage contractual requirements between TCLB and TAP.

ELIZABETH (LIZA) RODRIGUEZ and LAURA RYDER are licensed architects and project managers; they are highly experienced in evaluation and renovation of severely deteriorated buildings and they are experts in the NYS residential code. Laura will oversee design of and construction documents for the Legacy Cities renovation projects.

ELIZABETH (BETH) STECKLEY is a construction administration specialist with over 30 years of experience managing the renovation of deteriorated buildings. Beth will supervise TAP's site work, coordinate access to the buildings, and if needed, coordinate with permitting agencies. If desired, Beth will manage the bid process, and administer the contract for construction, verifying the quality of the contractors' work. Beth will be TAP's point of contact for correspondence on the Legacy Cities project.

DANIEL MORRISEY is a drafter/designer at TAP's resilience specialist. Daniel will work with the architects to maximize energy efficiency and minimize the long-term carbon footprint of each property. He is currently attaining both his LEED and Passive House Certification.

SHAYNE BORNT is a drafter/designer working toward his architectural license. He has an architectural degree from SUNY Delhi which he pursued after 20 years in the construction industry as a carpenter/framer. His hands-on knowledge of building construction is highly valuable.

CONSULTING ENGINEERS: TAP has long-standing professional relationships with engineers who do not shy away from small, deteriorated buildings with tight budgets. Olivia Cellini, PE, is Principal at the Milovia Group, a firm specializing in traditional structural engineering. Milovia Group is a NYS certified Woman-owned Business Enterprise. Milovia's professional qualifications are attached. Fees for the necessary engineering disciplines required by the project are included in TAP's fee proposal. TAP will engage La Bella Engineering for MEP work.

#### FEE PROPOSAL

This fee proposal is based on TAP's understanding of the project as described in conversations with Tony Tozzi at TCLB, Theresa Newton at POS-Communities Inc., David Downer and Emily Streeter at Shades Contracting LLC. Per recent conversations with Tony Tozzi, this Fee Proposal has been amended to include 3 of the LCAB Buildings. A 4<sup>th</sup> building has been added and the fee for each individual building is listed below.

Renovation - There may be four buildings to be renovated which appear to require complete gut renovation. The renovated buildings are anticipated to be sold as single and multifamily buildings to homeowners. 13 and 17 Park Avenue are wood framed and 3209 and 3211 7<sup>th</sup> Avenue are masonry construction. All are multifamily residential buildings, roughly 80 to 100 years old. TAP prefers to include all the 4 buildings in one bid package. We feel bidding one contract will reduce the overall construction costs. Project requirements, details and systems will be standardized to the extent practical. If TCLB requests, we are willing to coordinate with the A/E professionals for the other LCAB buildings in their program so that specifications are consistent.

## FEE OPTIONS

This fee proposal is based on a single set of construction documents which includes all buildings. TCLB may opt to procure services for one or all of the buildings. TAP is willing to work with one, some, or all of the buildings for the fees listed on the table below.

		13 Park Ave.	17 Park Ave.	3209 7 <sup>th</sup> Ave.	3211 7 <sup>th</sup> Ave.
2	SD- Schematic Design, Sketches and Diagrams, Plan Options	1,300	1,300	1,300	1,300
3	MA- Municipal Approvals (Zoning and Planning ) Building Code review, reviews required by funders	950	950	950	950
4	DD- Design Development	2,950	2,950	2,950	2,950
5	CD- Construction Contract Documents, Stamped Architectural Drawing Set for Building Permit approval including specifications and project manual	6,450	6,450	6,450	6,450
	<b>SUBTOTAL CONSTRUCTION PERMIT DOCS &amp; APPROVALS</b> HCR DISCOUNT	<b>\$ 11,650</b> ( 1,000)	<b>\$ 11,650</b> ( 1,000)	<b>\$ 11,650</b> ( 1,000)	<b>\$ 11,650</b> ( 1,000)
4,5	Consultants: Structural and MEP Engineering, Interior Design, Solar, other specialty assistance as needed. 1.05 x COST Estimated at \$6, 000 per building	est 6,000	est 6,000	est 6,000	est 6,000
	Reimbursable costs	est 200	est 200	est 200	est 200
6	BID - Bidding and Contractor Selection, Preparation of Contracts not required				
7	CA- Construction Contract Administration, not required				
	<b>TOTAL ESTIMATED A/E SERVICES</b>	<b>\$16,850</b>	<b>\$16,850</b>	<b>\$16,850</b>	<b>\$16,850</b>

**SPEC-** The Project Manual includes specific instructions for management of the project site and minimum requirements for quality of workmanship, project procedures. It includes product and finish selections such as flooring, hardware, cabinetry, paint, lumber, plumbing and electrical fixtures, etc. These documents may be required by the project funders. The project manual is helpful in assuring that subcontractors are providing competitive bids for exactly the same work. One project manual will include the three buildings involved. So, the cost of including multiple buildings in the manual is only incrementally more than including one.

~~BID—Includes assistance with the process of procuring competitive pricing for the work from reputable contractors; assistance with interpreting contractor proposals and establishing contracts with the selected bidders. This service can be provided as hourly service to assist with specific buildings or specific trades. Because the developer has experience as construction manager, they may want to portion out this work.—~~BID services not required.

~~CA—TAP is able to monitor the contractor's work with scheduled inspections, and trouble shoot unexpected conditions which may arise. We can review subcontractor's submittals of products and payment requests. We can manage the entire project or specific trades or buildings as stated above. This fee is estimated and the work may total more or fewer hours than anticipated.—~~CA services not required

This project is located in our HCR area so it qualifies for reduced hourly rates. Our reduced rates for hourly work and additional services are:

Project Architect	\$ 115.00
Drafter/Designer	\$ 65.00
Construction Administrator	\$ 85.00
Clerical	\$ 45.00



Travel, printing/copying, and postage will be reimbursable at cost. Travel to and from the site and TAP's office will not be billed to the client

If circumstances require sub consultants a description of why they are needed, and their hourly rate shall be provided in writing to the Client and will require Client's approval prior to their fees being incurred.

For public meetings, Zoning or Planning Board reviews, and any other applicable occurrences where an Architect or Engineer must represent the project, the following number of meetings are included in the fee outlined above: 3 meetings which address all 4 buildings together are included in this fee.

#### SCHEDULE

TAP is prepared to begin this work on receipt of an Agreement. We will work with the Client to establish an acceptable schedule for deliverables that is coordinated with reviewers and funding agents' deadlines.

#### INSURANCES and INDEMNIFICATIONS

TAP PLLC maintains professional liability and general business liability insurance policies. We will provide certificates as co-insured for the Client and its funders as required.

#### NON-COLLUSION STATEMENT

By submission of this proposal, TAP and its signatories certify, under penalty of perjury, that to the best of its knowledge and belief:

The prices in this proposal 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. No attempt has been made or will be made by TAP to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

#### MWBE PROMOTION

Per New York State law, Troy Architecture Practice PLLC is TAP's contracting entity when a project scope requires licensed architectural services and professional liability insurance. Troy Architecture Practice, PLLC is a small women-owned business. TAP PLLC is also now a certified WBE in New York State

TAP believes in inclusion in all aspects of our work, and we are very familiar with the bidding requirements of publicly funded work. Our engineering consultant the Milovia Group is also a certified NYS Woman Owned Business Enterprise.