

## **RESOLUTION TO ENTER INTO A CONTRACT FOR DEMOLITION SERVICES WITH CRISTO**

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 October 21, 2020 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 Spellin	Vice-Chair	<u>Present</u>
Sharon Nichols	Treasurer	<u>Present</u>
Brian Barker	Secretary	<u>Present</u>
Andrew Cooper	Member	<u>Present</u>
Jeanette Nicholson	Member	<u>Present</u>
John Cubit	Member	<u>Present</u>
John Carmello	Member	<u>Present</u>
Krystina Marable	Member	<u>Present</u>
Patricia Reilly	Member	<u>Present</u>

## **RESOLUTION TO ENTER INTO A CONTRACT FOR DEMOLITION SERVICES WITH CRSITO**

**WHEREAS**, a request for proposals (hereinafter the “RFP”) for Demolition Services was issued by the Troy Community Land Bank Corporation (“Land Bank”) and published and distributed on September 9, 2020 to be submitted no later than October 5, 2020; and

**WHEREAS**, in response thereto, Cristo Demolition Inc. (hereinafter “Cristo”) submitted a proposal with estimates to render the requested services; and

**WHEREAS**, the Land Bank, through its Executive Director, has accepted the Proposal of Cristo to provide the aforesaid services; and

**WHEREAS**, in furtherance thereof, the parties executed a fully-integrated agreement with respect thereto, attached to this Resolution as Appendix “A”, which is subject to Board approval in accordance with the Land Bank by-laws;

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

1. The Agreement for Demolition Services is hereby approved; and
2. 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	<u>YES</u>
Suzanne Spellén	Vice-Chair	VOTING	<u>YES</u>
Sharon Nichols	Treasurer	VOTING	<u>YES</u>
Brian Barker	Secretary	VOTING	<u>YES</u>
Andrew Cooper	Member	VOTING	<u>YES</u>
Jeanette Nicholson	Member	VOTING	<u>YES</u>
John Cubit	Member	VOTING	<u>YES</u>
John Carmello	Member	VOTING	<u>YES</u>
Krystina Marable	Member	VOTING	<u>YES</u>
Patricia Reilly	Member	VOTING	<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 October 21, 2020 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the 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 22<sup>nd</sup> day of October, 2020.



\_\_\_\_\_  
Brian Barker, Secretary

(SEAL)



**AGREEMENT  
BETWEEN THE ALBANY COUNTY LAND BANK CORPORATION  
AND CRISTO DEMOLITION, INC.**

For Demolition and Abatement Services

**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 Crsito Demolition, Inc., a limited liability corporation (LLC), with its principal office at PO Box 1636, Albany, New York, 12201, the (“Contractor”).

**W I T N E S S E T H:**

**WHEREAS**, the Land Bank owns certain unoccupied properties which are located in the City of Troy, New York; and

**WHEREAS, WHEREAS**, the Land Bank has heretofore requested proposals for Demolition and Abatement Services (hereinafter, the “Services”) to be rendered for the 7 Park Avenue (hereinafter, the “Property”), said request having been issued and published by the Land Bank on September 9, 2020 (hereinafter called the “RFP”) requesting proposals to be submitted no later than October 5, 2020; and

**WHEREAS**, in response thereto, Contractor has submitted a proposal with estimates on or before September 9, 2020 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 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 B.
- 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 governing asbestos abatement and any other trade work done in conjunction with the abatement.

a. New York State Codes, Rules and Regulations (NYCRR):

1. 12 NYCRR Part 56 - Industrial Code Rule No. 56, Asbestos. (Amended January 2006)
- b. NYSDOL Site Specific Variance (if used).
2. 6 NYCRR part 360 - 2.17 (p) - Asbestos Waste Disposal at a Sanitary Landfill.
3. 6 NYCRR Part 364 - Waste Transporter Permits.

b. New York State Labor Law:

1. Article 30 - Asbestos or Products Containing Asbestos: Licensing; and Chapter 520 of the Laws of 1989 effective July 8, 1989.

c. Occupational Safety and Health Administrations (OSHA):

1. Title 29 Code of Federal Regulations (CFR) Section 1910.1001 - General Industry Standard for Asbestos.
2. 29 CFR Section 1910.134 - Respiratory Protection.
3. 29 CFR Section 1926.1101 - Construction Industry Safety and Health Standards for Asbestos.
4. 29 CFR Section 1910.2 - Access to Employee Exposure and Medical Records.
5. 29 CFR Section 1910.1200 Hazard Communication.
6. 29 CFR Section 1910.145 - Specifications for Accident Prevention Signs and Tags.
- d. Environmental Protection Agency (EPA):
  1. Title 40 CFR Part 61 Subparts A and M (Revised Subpart B) - National Emission Standards for Asbestos.
  2. 40 CFR Part 61.146 - Standard for Demolition and Renovation: Notification Requirements.
  3. 49 CFR 106, 107, 171-179, “The Transportation Safety Act of 1974, Hazardous Material Transportation Act”.
- e. American National Standards Institute (ANSI) Publications:
  1. Z9.2-79 - Fundamentals Governing the Design and Operation of Local Exhaust Systems.
  2. Z88.2-80 - Practice for Respiratory Protection.

- f. National Electrical Code latest edition.
- g. All other applicable regulations in effect at the time the work is conducted.

## 2.2 Demolitions and abatement

In the case of asbestos abatement before demolition the contractor will furnish labor, materials, tools, machines, equipment, testing, and notifications and associated fees necessary for the removal of the asbestos containing materials (ACM) specified herein. Additionally, work required by these specifications includes transportation off-site of the removed ACM to an approved disposal facility; and notification and scheduling of a Land Bank approved air monitoring company.

Contractor is responsible for verifying the quantity and location of all ACM and providing an all-inclusive bid price.

Once abatement is complete contractor will proceed with demolition per the specification listed in this RFP.

In the case of presence of AMC material in a property deemed unsafe for abatement the contractor will be responsible for abatement per NYSDOL ICR 11.5 "Controlled Demolition with Asbestos in Place". Additionally the contractor will be responsible for furnishing labor, materials, tools, machines, equipment, testing, and notifications and associated fees necessary for the removal of the entire building as containing AMC materials. Additionally, work required by these specifications includes transportation off-site of the removed ACM to an approved disposal facility; and notification and scheduling of a Land Bank approved air monitoring company.

If asbestos has been identified to exist in the building that the New York State Department of Labor has been informed pursuant to 12 NYCRR 56, Subpart 56-3 (Industrial Code Rule #56). The Contractor shall be responsible for an approved NYSDOL Site-Specific Variance to perform this work. A letter condemning the property will be provided to the contractor for such purpose as to obtain the waiver. See Attached.

If no asbestos has been identified to exist in the building contractor will proceed with demolition per the scope of work listed in this document. See attached hazardous materials report for reference only.

2.3 The demolition contractor with the Land Bank shall notify the owners of properties adjacent to the proposed demolition. Notification shall take place at least ten (10) business days prior to the commencement of operations. At this time they will be notified of their right to have plastic placed on openings of their building per regulation if asbestos is present.

2.4 It shall be the responsibility of the contractor to obtain all permits required from their respective departments. This includes but is not limited to permits for the use of the street and sidewalk and street openings.

2.5 It shall be the responsibility of the contractor to notify the Water Department, Sewer Department, and all utilities serving the site where the demolition is proposed of his intent to



demolish. No demolition operations may proceed until the water service, sewer, gas and electric and any other services to the building have been discontinued. The Land Bank will provide documentation of any services that have been discontinued but it is the contractor's responsibility to confirm this information. See attached.

2.6 It shall be the responsibility of the contractor to complete the necessary terminations from the Water Department, Sewer Department, and all utilities serving the site where the demolition has taken place. They must have the water department inspect and sign off on the work before backfilling. No invoice for payment shall be submitted unless the contractor can confirm that all necessary terminations were completed.

2.7 The contractor shall be required to protect City sidewalks and streets, and, if damages to facilities occur (by the contractor or due to any activity related to the demolition), the contractor shall be required to perform repairs per the City of Albany Division of Engineering standard details specification. Any repairs must be inspected by the City of Albany Division of Engineering and signed off on by the city inspector. If a permit is requested on a moratorium street the contractor will submit a letter to the commissioner asking for an exemption to be made to complete the work. If temporary surfaces are required because of inability to complete the work at the time of the demolition 10% or the cost of completion will be held back until final repairs are completed.

2.8 In instances where areaways project from the building into a sidewalk or street, contractor shall fill these areaways with compacted fill, and an appropriate street or sidewalk surface treatment, per the City of Albany Division of Engineering specification, shall be applied above the fill. If temporary surface are required because of inability to complete the work at the time of the demolition 10% or the cost of completion will be held back until final repairs are completed.

2.9 The contractor shall be responsible for furnishing and installing appropriate barricades, fences, and other devices, in accordance with New York State Department of Labor Industrial Code Rule 23, for the protection of the public.

2.10 Actual demolition operations shall take place in accordance with all applicable laws, rules and regulations governing demolition procedures and dust control. The Land Bank does not and will not in any way direct or control the means or methods employed by the demolition contractor to accomplish the demolition and it is the affirmative duty of the contractor to comply with any applicable provisions of the New York State Industrial Code.

2.11 In the event that the building demolished shares a common or party wall with an adjacent building or buildings, it shall be the responsibility of the contractor to ensure that no damage to the common or party wall occurs during the demolition. Any damage that occurs as a result of the demolition will be the responsibility of the contractor and shall be fixed at the contractor's expense. A plan, or specifications, or both illustrating the method of accomplishing this end shall be communicated to the Land Bank at the time of the bidding. The face of common or party walls remaining after the demolition is completed shall be rendered weather-tight and secure by the demolition contractor in a manner acceptable to the Land Bank.



2.12 Cellars, Basement, and other sub-surface areas shall be taken down to 6" below grade and then filled by the contractor with clean, run-of-bank gravel. Under no Circumstances shall organic material, either in the form of demolition debris or other be used as fill.

2.13 Upon completion of demolition and removal of all salvage and any other debris from the site, the contractor shall top the entire lot with clean fill & 6" of noralite.

2.14 Any and all damage to City property (including but not limited to streets, sidewalks, and/or curbing, etc.) and/or infrastructure (including but not limited to water, sewer, telecommunication or other conduit) within the municipal right-of-way shall be repaired/replaced to the satisfaction of the City and the Land Bank to the City's specification at the contractor's expense.

2.15 Upon the completion of the demolition it shall be the responsibility of the Contractor to contact the Land Bank for an inspection. No payment shall be released until all City departments and the Land Bank are satisfied with the work and have received all necessary paperwork.

2.16 Contractor shall supply the Land Bank with copies of bills of lading and invoices thereto. Bill of ladings, dump tickets for hazardous and nonhazardous waste, and final air monitoring report (if applicable) shall be submitted before payment will be made.

2.17 Contractor will complete the Land Bank Demolition Checklist before any payment is issued. See attached.

2.18 The Contractor shall comply with all federal, state, county, city, town and other applicable laws, ordinances, rules and regulations and all orders and rules of any duly constituted authorities affecting the Properties or bearing on the performance of the Services.

2.19 The Contractor shall provide all labor, materials, and equipment necessary to perform and complete the Services.

2.20 The Services shall be performed in a good, proper, timely, and workmanlike manner, in accordance with standard industry practices.

2.21 Prior to arriving at the site, Contractor will contact Amanda Wyckoff, Property and Development Manager at 518-407-0309 x 202.

### **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 follows:

#### **DEMOLITION AND ABATEMENT SERVICES:**

7 Park Avenue, Troy, NY- Demolition of Building with Asbestos in place \$27,890.00.

3.3 The prices set forth in the Proposal shall remain fixed for the entire term of this Agreement and any renewals.

3.4 The Land Bank is not subject to federal, state or local taxes.

#### **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 four 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 "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.
- 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 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 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 Albany. 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.

## **ARTICLE XXV BOARD OF DIRECTORS APPROVAL**

Contractor recognizes that the Land Bank is managed by a Board of Directors who meet monthly to approve certain actions of the Land Bank and its employees. Parties recognize that the Executive Director of the Land Bank is authorized by the Land Bank's procurement policy to procure goods and services up to five thousand dollars (\$15,000), absent emergency circumstances, and contracts that are valued above that threshold are subject to board approval. By signing this Agreement, Contractor acknowledges the Land Bank's right to modify, cancel, or terminate this contract immediately on September 20<sup>st</sup>, 2016, the date after the next meeting of the Board, if this Agreement is not approved by the majority of the board present at the meeting.

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

**TROY COMMUNITY LAND BANK CORPORATION**

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

BY: \_\_\_\_\_  
Executive Director

**Cristo Demolition, Inc.**

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

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



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

On the \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that 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

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

On the \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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NOTARY PUBLIC

## **SCHEDULE A**

### **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 Contractor's 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.

**Cristo Demolition, Inc.**

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

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

## **SCHEDULE B**

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.