

**RESOLUTION TO APPROVE CONTRACT FOR STUCTURAL STABILIZATION SERVICES  
WITH RUSS REEVES, CEng.,P.E.**

A regular meeting of the Troy Community Land Bank Corporation (the "TCLB") was convened in public session at City Hall located at 433 River Street, 5th Floor in the City of Troy, Rensselaer County, New York on December 18, 2019 at 8:30 a.m. o'clock local time, local time.

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

**PRESENT:**

Heather King	Chair
Suzanne Spellen	Vice-Chair
Sharon Nichols	Treasurer
Brian Barker	Secretary
Andrew Cooper	Member
Jeanette Nicholson	Member
John Cubit	Member
John Carmello	Member

**ABSENT:**

**AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:**

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

The following resolution was offered by Suzanne Spellen, seconded by John Carmello, to wit:

**RESOLUTION APPROVING CONTRACT FOR STRUCTURAL STABILIZATION SERVICES WITH RUSS REEVES, CEng.,P.E.**

**WHEREAS**, the Troy Community Land Bank (Land Bank) sought a proposal pursuant to its Procurement Policy for Structural Stabilization Services for 11 Winnie Avenue regarding the property located at ~~11 Winnie Avenue~~; and

3240 51st Avenue

**WHEREAS**, in response thereto, RUSS REEVES, CEng.,P.E. has submitted a proposed contract to render the requested Structural Stabilization Services which is attached hereto ; and

**WHEREAS**, the Land Bank, through its Executive Director, has submitted the proposed contract from RUSS REEVES, CEng.,P.E. to the Board of Directors for

review, and the Board has had the opportunity to review said proposed contract;  
and

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE TROY COMMUNITY  
LAND BANK, AS FOLLOWS:

Section 1. The TCLB hereby finds and determines as follows:

- (A) The TCLB hereby approves all the terms and conditions of the proposed contract attached hereto; and
- (B) The TCLB by and through its Executive Director and Board Chairman are authorized to execute all documents and make all payments pursuant to the contract; and
- (C) This Resolution shall be effective immediately upon passage.

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

Heather King	VOTING	<input checked="" type="checkbox"/>
Suzanne Spellén	VOTING	<input checked="" type="checkbox"/>
Sharon Nichols	VOTING	<input checked="" type="checkbox"/>
Brian Barker	VOTING	<input checked="" type="checkbox"/>
Andrew Cooper	VOTING	<input checked="" type="checkbox"/>
Jeanette Nicholson	VOTING	<input checked="" type="checkbox"/>
John Cubit	VOTING	<input checked="" type="checkbox"/>
John Carmello	VOTING	<input checked="" type="checkbox"/>

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK  
COUNTY OF RENSSELEAR

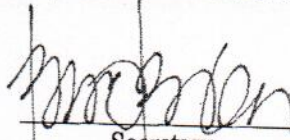
)  
) SS.:  
)

I, the undersigned Secretary of the Troy Community Land Bank (the "TCLB"), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the TCLB, including the Resolution contained therein, held on December 18, 2019 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of TCLB present throughout said meeting.

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

18th IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the TCLB this day of December, 2019.

  
Secretary

(SEAL)

**EXHIBIT A**

**Contract**

**- SEE ATTACHED -**



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

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

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

December 13, 2019

Tony Tozzi  
director@troycommunitylandbank.org  
Executive Director  
Troy Community Land Bank Corporation  
Suite 701  
Troy, New York 12180

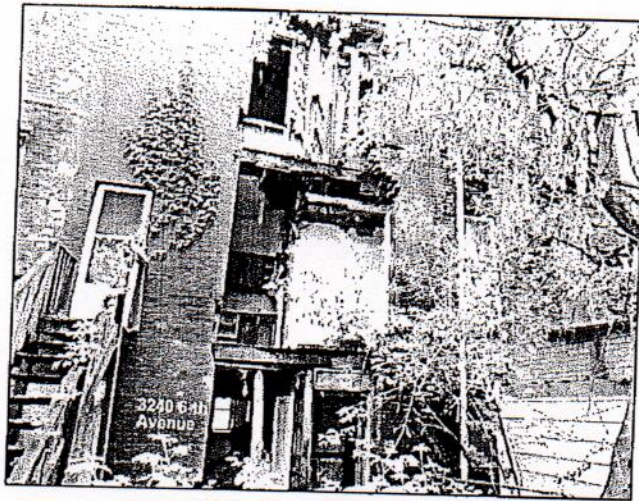
**Re: Proposal for the preparation of the RFP (Contractor Bid Documents) for the Structural Stabilization of 3240 6<sup>th</sup> Avenue Troy, New York.**

Dear Tony:

We have performed numerous site visits and developed an overall Structural Condition Assessment Report for 3240-6<sup>th</sup> Avenue (please refer to Photograph 1). In addition to the engineering report, we have developed a list of tasks for the structural stabilization of the building and have provided a detailed engineer's estimate of construction.



**Photograph 1**



**Photograph 2**

As part of our work activity, we have prepared the engineering drawings (floor plans) for the basement, first and second floor levels along with the corresponding structural details for the stabilization of the building. Photograph 2 shows a typical view of the failed rear Easterly masonry wall which will be part of the stabilization process for the structure.

Using these materials that we have generated, we will prepare the Request for Proposals (RFP) for contractor selection in order to perform this needed work activity to stabilize the building in accordance with the IBC Building Code (2015) for New York State.

**The total cost for us to prepare the RFP materials which will include each of the above referenced items along with a brief itemized Scope of Work for the contractor to assist in the understanding of each task required is \$5,400.**

If you have any questions please do not hesitate to call.

Very truly yours,

R. Russell Reeves, CEng., P.E.

cc: Barb Tozzi, Engineering Technician  
btozzi3@gmail.com  
Reeves Engineering



**MASTER AGREEMENT  
BETWEEN THE TROY COMMUNITY LAND BANK  
AND RUSS REEVES CEng., P.E.  
CIVIL-STRUCTURAL ENGINEERS**

**THIS AGREEMENT** is made by and between the Troy Community Land Bank, organized under the laws of the State of New York, acting by and through its Chairman and Executive Director, with a principal office at 200 Broadway, Troy, New York 12180 (hereinafter, the "TCLB"), and Russ Reeves CEng., P.E. Civil-Structural Engineers. ( hereinafter "Russ Reeves") a corporation, with its principal office address of P.O. Box 1433, Troy, New York 12180 (hereinafter, the "Contractor").

**WITNESSETH:**

**WHEREAS**, the TCLB 's mission is to redevelop vacant, abandoned and under-utilized properties through community partnerships and strategic planning. Our goal is to encourage economic growth, long-term sustainability and new opportunities for all of Troy's residents and businesses so that we can build stronger neighborhoods and enjoy a greater quality of life; and

**WHEREAS**, the TCLB has heretofore requested proposals for Structural Stabilization and RFP Preparation Services for **3229 & 3240 Sixth Avenue and 11 Winnie Avenue Troy, New York** (hereinafter, the "Services") to be rendered to TCLB; and

**WHEREAS**, in response thereto, Contractor has submitted a proposal with estimates to render the requested Services (hereinafter called the "Proposal"); and

**WHEREAS**, the TCLB has accepted the Proposal of the Contractor to provide the aforesaid Services; 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 or Proposal quote, which is incorporated herein and made a part hereof in its entirety by reference; and the Proposal, which is incorporated herein and made a part hereof in its entirety by reference (collectively called "the Agreement" hereinafter).
- 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; 2) the RFP, RFQ or proposal quote.

## **ARTICLE II. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR**

- 2.1 Structural Stabilization and RFP Preparation Services for 3229 & 3240 Sixth Avenue and 11 Winnie Avenue Troy, New York

## **ARTICLE III. COMPENSATION**

- 3.1 In consideration of the terms and obligations of this Agreement, the TCLB agrees to pay and the Contractor agrees to accept payment as follows:
  - 1). 3229-6th Avenue estimated cost \$9,400.
  - 2). 3240-6th Avenue estimated cost \$5,400.
  - 3). 11-Winnie Avenue estimated cost \$4,800.

## **ARTICLE IV. PAYMENT**

Payment shall be made to Contractor by the TCLB on a net thirty (30) basis upon the Contractor's submission of invoice(s), plus any supporting documentation, to TCLB's principal office location, attention to: Anthony Tozzi, Troy Community Land Bank, 200 Broadway, Troy, New York 12180. The invoice is subject to acceptance by the TCLB. 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 the project period, unless terminated sooner as provided herein.

## **ARTICLE VI. TERMINATION OF AGREEMENT; REMEDY FOR BREACH**

- 6.1 This Agreement may be terminated by the TCLB or the Contractor as follows:



6.1.1 The TCLB 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 TCLB-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 TCLB 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 TCLB may determine.

6.1.2 The Contractor may terminate this Agreement if the TCLB is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the TCLB all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the TCLB to procure a substitute Contractor to satisfactorily complete the work, together with the TCLB's own costs incurred in procuring a substitute Contractor.

#### **ARTICLE VII. ADDITIONAL GROUNDS FOR CANCELLATION OF AGREEMENT BY THE TCLB; 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 TCLB 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 TCLB 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 TCLB.
- 8.2 The Contractor shall not subcontract for any portion of the Services required under this Agreement without the prior written approval of the TCLB. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the TCLB may deem necessary or appropriate.

#### **ARTICLE IX. COOPERATION**

Contractor shall cooperate with the agents, representatives and employees of the TCLB and the TCLB 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 TCLB-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 TCLB 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 TCLB.

## **ARTICLE XIII. INDEMNIFICATION**

To the fullest extent permitted by applicable law, the Contractor shall indemnify, defend, and hold harmless the TCLB, 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 TCLB, 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 TCLB as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the TCLB.
- 14.2 Contractor shall, prior to commencing any of the services outlined herein, furnish the TCLB 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 TCLB. The Contractor shall also provide the TCLB 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 TCLB. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the TCLB 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 TCLB. The Contractor shall ensure that any TCLB-approved subcontractors hired also carries insurance with the same limits and provisions provided in this article and Schedule A. Each TCLB-approved subcontractor shall furnish the TCLB 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. NO WAIVER OF PERFORMANCE**

Failure of the TCLB 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 TCLB'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 XVI. 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 TCLB 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 TCLB.

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

#### **ARTICLE XVII. 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 XVIII. 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 IX. 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 X. 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 XI. 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 XII. 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**

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

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

**Russ Reeves C. Eng. P.E.**

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

BY: \_\_\_\_\_  
Russ Reeves



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

On the \_\_\_\_ day of \_\_\_\_\_, 2019, 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.

\_\_\_\_\_  
NOTARY PUBLIC

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

On the \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

## **SCHEDULE A**

### **INSURANCE REQUIREMENTS**

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

A. **Commercial General Liability** coverage with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) annual aggregate.

B. **Comprehensive Automobile Liability** coverage on owned, hired, leased, or non-owned autos with limits not less than \$500,000 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.

C. **Workers' Compensation and Employers' Liability** coverage in form and amounts required by law.

The TCLB shall be named as an additional insured on the policies required by subparagraphs (A and B) above.