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

**Structural Repair and Stabilization of Damaged Areas**  
**To the Building Situated at 11 Winnie Avenue Troy, N.Y.**

December 18<sup>th</sup>, 2019  
Revised January 23<sup>th</sup>, 2020

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**Board Chair; Heather King**

**Executive Director Tony Tozzi**

**Counsel; Catherine M. Hedgeman Esq.**



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## **1. Request for Sealed Bids**

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

**Sealed proposals will be received by the Troy Community Land Bank, at the Seventh Floor of the Land Bank Office, Room 701, 200 Broadway Troy, New York 12180 by Monday February 10<sup>th</sup>, 2020 at 11:00 am Eastern Standard Time.**

### **Rehabilitation of 11 Winnie Avenue Troy, New York 12180**

This project is funded by Enterprise Community Partners, Inc. through the Community Revitalization Initiative IV and will include the Following Items:

i). Remove and replace the existing front porch 5' wide x 17'-6" length along with the associated skeletal framing, column support, plywood roof deck, ice and water shield, 15lb felt paper and 30 year architectural roof shingles.

ii). Install 2 ea-1-3/4" x 5 1/2" microlam beams, bolted each side of the existing main bearing beam and supported by 3" diameter steel adjustable lally columns and 18" x 18" x 10" reinforced concrete footings.

iii). Install 2" x 6" collar ties at every rafter location and a 2" x 6" longitudinal plate, continuous at each rafter mid-span (known as the point of inflection) along the Northerly and Southerly rafter bays of the attic area. This will reduce the span of the roof rafters and reduce the deflection in the roof framing.

iv). Install new incoming electrical service and , a new 200 amp electrical service panel as per the National Electrical Code

v). Install a new roof including 3/4" CDX plywood, 15 lb asphaltic felt paper, ice and water shield and 30 year architectural roof shingles.

vi). Repair damaged sheet rock where needed. Tape (as needed) and paint throughout the entire interior first and second floor levels.

vii). Remove and replace rear porch area that has a 5'-8" width x 18'-8" length and extends to the first and second floor levels as a secondary means of egress.

viii). Repair the access stairs to the second floor and provide a new handrail.

ix). Install three pilasters along each interior perimeter face of the North and South foundation walls and two pilasters each along the West and East (front and rear) foundation walls. This will insure lateral stability of each wall section with the presence of hydrostatic pressure for which basement walls are not designed to accommodate. Restore/ repoint all loose brick masonry about the perimeter foundation walls, provide Amerimix pre-mixed bagged mortar type N for repointing of existing brick work.

- x). Install attic pull-down stairs and replace the front attic window.
- xi). Remove and replace the existing front and rear access doors with solid wood core doors and associated locking hardware.
- xii). Install 6" gutters and downspouts along the Northerly and Southerly roof lines with downspouts directed to the rear of the property.
- xiii). Remove and replace the front chain link fence, chain link fence gate and provide a 4' wide x 4" thick concrete access sidewalk that extends from Winnie Avenue to the front porch.
- xiv). Where interior walls are water damaged and framing members are rotted, provide 2" x 4" @ 16" on-center wall studding , 4" fiberglass batt sound insulation with ½" sheetrock, placed each side of the newly constructed stud wall. These replacement wall sections will be designated in the field once water saturated sheetrock is removed from affected walls on both the first and second floor levels.

This work shall be constructed in accordance with the latest edition and amendments to the IBC Building Code 2015 for New York State and in accordance with accepted engineering and construction practice. All construction activities shall be consistent with New York State Department of Labor standards and OSHA requirements. The contractor is responsible for workers safety.

All work is to be completed in accordance with the attached Plans and specifications. It is the bidder's responsibility to carefully examine all the provisions of the bid documents and familiarize himself with the existing site and project requirements.

**There is a site walkthrough for all prospective bidders on Thursday January 30<sup>th</sup> at 10:00 AM.**

DATE OF PUBLICATION: January 29<sup>th</sup> , 2020

**Schedule of Significant Dates:**

- 1). Site walk through; Thursday January 30<sup>th</sup> , 2020 at 10:00 am.
- 2). Bids due back; Monday February 10<sup>th</sup>, 2020 at 11:00 am.
- 3). Signed contract; Friday February 14<sup>th</sup> , 2020.
- 4). Commencement of work; Monday February 17<sup>th</sup> , 2020.
- 5). Substantial completion of work; Friday May 15<sup>th</sup> , 2020.

## **2. GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS**

The Troy Community Land Bank Corporation (hence forward known as Troy Land Bank) is seeking bids for the structural stabilization of the property located at 11 Winnie Avenue with Enterprise Community Partners, Inc., the Community Revitalization Initiative IV.

The Executive Director will receive bids as they pertain to the attached scope of work on or before 11:00am, Monday February 10<sup>th</sup>, 2020. Bids shall be presented in writing to the Executive Director of the Troy Community Land Bank Corporation, Room 701, 200 Broadway, Troy, NY 12180

The Troy Land Bank and its Engineer will hold a walk-through of this property on Thursday January 30<sup>th</sup>, 2020 at 10:00am to review the Scope of Work and answer questions for those interested in bidding on this project.

### **Contractor 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, Suite 701  
Troy, New York 12180

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

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

Note:

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



## **General Conditions**

If the contractor wishes to modify any item in the proposed scope of work that change should be noted in the proposal form as an alternate with prices given for the proposed scope of work and for the proposed alternate. Any change in the scope of work must be approved in writing by the Land Bank Executive Director and their Engineer.

After the contract to perform the work has been executed between the contractor and the Troy Land Bank all change orders will only be considered for review if unforeseen problems arise and the change is necessary to complete activities that are included in the contract, to eliminate a hazardous condition or to protect the property from damage.

Any proposal submitted for this project must cover all items detailed in the Work Write-up. The Contractor Proposal must be itemized with a separate price for each work item. Each price must include the cost of the materials, labor, permits and other expenses required to complete the work as detailed in the Work Write-up.

All Contractors are required to report any discrepancies, apparent errors, or items of work that are not clear to them prior to bid. The Contractor is advised to inspect the site in order to become familiar with the existing conditions and the proposed work. Failure to visit the site will not relieve the Contractor of the obligation to complete the work as specified. The contractor agrees that costs due to contractor oversight are the responsibility of the contractor.

The Troy Land Bank reserves the right to reject any and all bids, or to accept bids within 10% of the cost estimated by the City's Planning Department and engineer. Bids that are not submitted properly, not submitted on-time or which are incomplete, conditional or obscure or call for additions not called for, erasures, alterations or irregularities of any kind, may be rejected as informal.

The contractor shall provide, as part of the bid package, a proposed progress schedule for the work. The schedule shall be related to the entire project and shall provide for expeditious and practicable execution of the proposed work. The Troy Land Bank their engineer and the contractor shall confirm the date of the commencement of work.

The Contractor must contact the City of Troy Building Department to determine if any permits or separate approvals are required for this work. If work is started on any project through this grant without all necessary permits or special approvals being acquired the contractor will be considered in breach of contract and subject to any fines that may be imposed by the program and the City of Troy's building department.

The cost of the required permits for this job should be included in the bid price. The Contractor is also responsible for ensuring compliance with all state and local laws and regulations. All work shall meet or exceed the requirements of the New York State and Local Building Codes. These state and local regulations shall take precedence over any specifications given herein.

The Contractor will remove all debris from the project site generated by the Contractor's work and dispose of those materials in a lawful manner.

The Contractor will assure that all workmanship is equal to the best standard practice in the industry and that all materials and equipment are properly installed according to the manufacturer's specifications and recommendations. All work must be done by qualified craftspeople working under a competent

supervisor who is on the site at all times when the work is in progress. The Contractor will guarantee all materials and workmanship for one year after final payment for this work.

All electrical work shall be inspected by a third-party electrical inspection agency. To obtain a list of approved agencies please contact the City of Troy's Building Department. All certifications will be provided to the Project Engineer upon receipt.

No portion of the work included in this project may be subcontracted without written permission of the Land Bank and is subject to written approval by the Executive Director. If a sub-contractor is proposed, the sub-contractor must complete the Contractor Profile form for review prior to approval by the Land Bank.

Upon completion of all work described in the scope of work, the contractor will notify the Project Engineer. The Executive Director, the engineer and the City Building Inspector will visit the property to perform a site inspection to ensure all work has been completed to code.

The contractor shall submit all invoices and subsequent documentation to the Executive Director for review and final payment processing.

### **LEAD-SAFE WORK PRACTICES**

This work may be subject to the federal regulations at 24 CFR Part 35, which deal with lead-based paint hazards in residential properties where work is being done with funds from the U.S. Department of Housing and Urban Development (HUD). Any work that disturbs painted surfaces where lead hazards have been identified must be done by Contractors who have been trained and certified to use "lead safe work practices". A clearance test will be done when the project is completed to certify that the work area is free of lead dust that could be a hazard to the occupants of the property. The Land Bank shall pay for only the first clearance test. Thereafter, the Contractor shall be responsible for all costs associated with additional clearance tests. Final payment for work done by the contractor will not be authorized until the contractor has seen that the property has received a satisfactory lead clearance test and all work has been approved by the building department.

The Environmental Protection Agency requires that firms, contractors or sub-contractors performing renovation, repair, and painting projects that disturb lead-based paint in pre-1978 homes, child care facilities and schools be certified by EPA and that they use certified renovators who are trained by EPA-approved training providers to follow lead-safe work practices.

If lead based paint has been identified on this project, all firms, contractors and sub-contractors interested in bidding must present their EPA certificates and all contractors must use "safe work practices" in compliance with §35.1350 of the federal regulations (24 CFR Part 35), which details requirements for notification, evaluation and reduction of lead-based paint hazards in housing receiving federal assistance.

If there is an inconsistency between the lead hazards specified in this document and the lead risk assessment produced by the lead assessor, the requirements of the lead risk assessment shall be used. Prohibited Methods - The following practices must not be used while completing this work: open-flame burning or torching; machine sanding or grinding without HEPA exhaust control; uncontained hydro blasting or high pressure wash; abrasive blasting or sandblasting without HEPA exhaust control; heat

guns operating above 1100° F.; Chemical paint strippers containing methylene chloride; dry scraping; or dry sanding.

The contractor who is awarded the bid for this project must demonstrate his competency. The contractor must demonstrate having completed, or is in the process of completing, at least 4 projects of similar scope within the last 5 years. The contractor who has been awarded the bid shall be asked to provide an outline of his experience.

A bid proposal for the project is provided in Section 4 of this booklet. The project will be awarded to the qualified contractor based upon cost, experience and time frame. The award of the bid shall not be based on cost alone, but a combination of cost, time frame, areas of expertise and ability in the judgment of the Corporation Counsel, the Executive Director and the Project Engineer with the consideration of the contractor's ability to successfully complete this project in accordance with accepted engineering and construction practice.

Enclosed within this specification booklet is a copy of the Standard Form of Agreement that will be utilized for the project. It is included for informational purposes along with the General Conditions for Construction Contract to allow the contractor to review the documents that will be utilized for awarding of the bid.

In general terms, the scope of the work is more specifically described in section 3 of this bid package which includes the engineering report, a foot print of the building and project photographs.

The contractor shall be responsible for and will provide for worker's safety and compliance with the New York State Department of Labor and OSHA requirements. In addition, the contractor shall provide for safe maintenance and protection of Subcontractors and City Representatives entering the site to work on this project and to access any portion of the work.

The contractor is responsible for verifying all field conditions and dimensions. Any discrepancies shall be brought to the attention of the Project Engineer.

Prior to the commencement of the work, the contractor shall meet with the Project Engineer and the Executive Director to review project tasks and completion timeframes.

- A. This enclosed specification booklet constitutes a formal bid package. The following materials should be returned to the Executive Director with your bid amount for the project. The three items listed below can be photocopied from this specification booklet and completed for the project bid (staple the two sections together for the bid proposal), submitted to the Land Bank in a sealed envelope with the bidders contact information on the front.
- Bid proposal (Section 3)
  - Non-collusive Bidding Certification

The contractor shall review all the materials contained in this bid package. Return the items described above to the Executive Director at the following address:

Mr. Anthony Tozzi  
Executive Director  
Room 701, 200-Broadway  
Troy, NY 12180  
(518) 328-0244

Please note that the Troy Community Land Bank Corporation must complete this work by the most economical means possible. In addition, the work must be completed in the most expeditious manner. The contractor (who is awarded the bid) must provide a time schedule to the Project Engineer and the Executive Director outlining a list of tasks and the timeframe of completion for each task. The Land Bank needs to have substantial completion of this work no later than Friday May 15, 2020 with the project close-out and site clean-up no later than Friday May 29, 2020.

- B. Bidders are advised that the Troy Land Bank exercises its right to reject any and all proposals for this work. The Land Bank also reserves the right to eliminate certain tasks from the scope of this work. The modified scope of work and any additional quantities and subsequent payments will be based on unit prices for such items. Where items are not listed this will be resolved with the contractor at the discretion of the Executive Director.
- C. The contractor shall verify all dimensions and completely familiarize themselves with all conditions in the field associated with this project. This includes the presence of any underground and overhead utilities.
- D. INSURANCE REQUIREMENTS
  - 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" to the contract as 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.
  - 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.
  - 3. All insurance required shall be primary and non-contributing to any insurance maintained by the Land Bank. Insurance will include a wavier of subrogation in favor of 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.

E. INDEMNIFICATION

1. 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.
2. The Contractor, intending to be legally bound, hereby expressly agrees and covenants to hold harmless and indemnify Enterprise, its directors, officers, agents and employees from and against any and all third party costs, losses, actions, liability, demands, claims, damages and expenses of any nature or any kind (including, but not limited to, indebtedness, penalties, fines, Enterprise’s costs and reasonable legal fees) incurred in connection with this Grant or that arise out of any act or omission of the Contractor, any Subcontractors of the Contractor, or of any of their respective employees or agents except to the extent any such costs, liability, demands, claims, damages or expenses result from Enterprise’s gross negligence or willful misconduct. The Contractor shall be solely responsible and answerable in damages for any and all accidents or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor, or any Subcontractor pursuant to this Agreement. Contractor’s obligations under this section shall survive termination of the agreement.

F. NON COLLUSIVE CERTIFICATION

By submission of this RFP, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. 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; and
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other contractor or to any competitor; and

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

G. MWBE PROMOTION

It is the policy of the Land Bank that Minority-Owned Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts. It is also the Land Bank's goal to award Procurement Contracts to those procurement contractors who have evidenced compliance with the laws of the State of New York prohibiting discrimination in employment.

H. AFFIRMATIVE ACTION

As required by Executive Law § 312, and in compliance with the Land Bank's procurement policy, any contractor awarded a procurement contract in excess of \$25,000 for services rendered to the Land Bank must acknowledge this affirmative action policy and agree to implement the same by making every reasonable effort to award any subcontracts (none of hereby authorized) to MBEs and WBEs and to utilize minority and labor in the performance of any agreement that is awarded to the contractor. Specifically, any contractor awarded a contract in excess of \$25,000 dollars will be expected to abide by the following provisions:

1. The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For purposes of this section, affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. At the request of the contracting agency, the contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
3. The contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the MWBE Threshold Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status

I. NON-DISCRIMINATION POLICY

1. In accordance with Article 15 of N.Y. 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 any of its 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.

2. Contractor shall not discriminate in its activities and operations in connection with this Agreement on the basis of age, race, creed, ethnicity, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by the United States federal, state, or local law or regulation. Grantee expressly agrees not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.
3. Contractor shall require any Subcontractor, or Sub-Subcontractor receiving Grant Proceeds to comply with the obligations set forth in this section, including by providing their express agreement not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.

J. MISCELLANEOUS REQUIREMENTS

1. The Land Bank will not be responsible for any expenses incurred by any firm in preparing or submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
2. The contents of the proposal submitted by the successful firm and this RFP may become part of the contract for these services. The successful firm will be expected to execute said contract with the Land Bank.
3. Proposals shall be signed in ink by the individual or authorized principal of the responding party.
4. Proposals submitted shall be valid for a minimum of sixty (60) days from the date of opening.
5. The Land Bank reserves the right to reject any and all proposals received or to negotiate separately in any manner necessary to serve the best interests of the Land Bank.
6. The selected firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of any agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the prior written consent of the Land Bank.

K. SAFETY

The contractor shall be responsible for providing, maintaining and supervising reasonable safety precautions and programs in connection with the performance of its work. Such precautions and programs shall provide reasonable protection to prevent damage or injury to employees of the contractor, employees of other, Land Bank employees, other persons on or near the project site, the work and materials and equipment to be incorporated into the project and other property at the project site or near the project site.

- L. Before you hand in your bid you should double-check your computations for possible mathematical errors. Also make sure that you sign the bid. The bid should be submitted to the

Executive Director in a sealed envelope with the company name, street address and the federal identification number.

Bids must be submitted to the Executive Director no later than 11:00 am, Monday February 10<sup>th</sup>, 2020.



### **3. A Brief Project Description, Building Footprint, Project Photographs and Scope of Work.**

#### **A Brief Project Description:**

- 1). Remove and replace the existing front porch, 5' wide x 17'-6" length.
- 2). Install two 1 3/4" x 5 1/2" micro-lams each side of the existing main bearing beam with four each 3" diameter adjustable steel lally columns and 18" x 18" x 10" reinforced concrete footings.

- 3). Install 2" x 6" collar ties at every rafter location and a 2" x 6" longitudinal plate along the Northerly and Southerly rafter bays. Install a new roof consisting of 3/4" CDX plywood, 15 lb asphaltic felt paper, ice and water shield, and 30 year architectural roof shingles. Install perimeter gutters and downspouts with downspouts directed away from the foundation.
- 4). Repair / replace damaged sheet rock where needed and paint throughout the entire interior first and second floor levels.
- 5). Remove / replace the exterior rear porch that is 5'-8" wide x 18'-8" length and two stories in height. Repair the access stairs to the second floor level with a new handrail and install attic pull-down stairs and replace the front attic window.
- 6). Replace the incoming electrical service and meter and provide a new 200 amp breaker box.
- 7). Provide three reinforced concrete block pilasters along the Northerly and Southerly side of the interior foundation wall and two pilasters each along the interior Easterly and Westerly foundation walls. Restore / repoint all loose brick masonry about the interior perimeter foundation.
- 8). Remove and replace the existing front and two rear access doors with solid core wood doors and associated locking hardware. Remove and replace the front chain link fence and provide a new 4' wide x 4' thick concrete access sidewalk that extends from Winnie Avenue to the front porch.
- 9). Where interior walls are water damaged and framing members are rotted, provide 2" x 4" @ 16" on-center wall studding , 4" fiberglass batt sound insulation with 1/2" sheetrock, placed each side of the newly constructed stud wall. These replacement wall sections will be designated in the field once water saturated sheetrock is removed from affected walls on both the first and second floor levels.
- 10). Final clean-up and project close out.

**4. Bid Proposal (to be submitted with the bid package)**

# LUMP SUM PROPOSAL FORM

## Index

Proposal Form  
Proposal Bid Form, Lump Sum  
Non-Collusive Bidding Certification

TO: The Troy Community Land Bank Corporation  
Mr. Anthony Tozzi  
Executive Director  
Room 701-200-Broadway  
Troy, NY 12180

FROM: \_\_\_\_\_  
(Name of Bidder) (Date Bid Submitted)

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER (The Troy Community Land Bank Corporation) in the form included in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. The Bidder will sign the Agreement and other documents within 10 days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

**3.1** BIDDER has examined copies of all the Contract Documents and of the following addenda:

<u>Addendum No.</u>	<u>Date</u>
_____	_____
_____	_____

(Receipt of all which is hereby acknowledged) and also copies of the Instructions to Bidders;

**3.2** The BIDDER has visited and examined the site of the work and has carefully examined the Contract Documents, and will execute the Contract and perform all its items, covenants, and conditions, and will provide, furnish and deliver all the work, materials, supplies, tools, equipment, transportation and miscellaneous necessary or required for this project, all in strict conformity with the Contract Documents and in accordance with the prices entered by the Bidder on the attached proposal form.

**3.3** This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself/herself any advantage over any other Bidder or over OWNER.

**3.4** No officer or employee or person whose salary is payable in whole or in part by the Land Bank is directly or indirectly interested in this bid, or in its supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

3.5 Contractor will be paid upon completion of each task. Each bill should contain detailed verbiage explaining the activities performed and product delivered.

**Engineer's Description of the Work**

**Itemized List of Required Structural Mitigation Measures for 11 Winnie Avenue Troy, New York:**

**September 18, 2019 Engineer's Estimate of Quantities  
Revised January 23, 2020**

<b>Engineer's Estimate of Quantities of Construction</b>					
<b>Item Number</b>	<b>Item Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Item Cost</b>
1.0	Remove and replace the existing front porch 5' wide x 17'-6" length along with the associated skeletal framing, column support, plywood roof deck, ice and water shield, 15lb felt paper and 30 year architectural roof shingles.	LS	LS	\$	\$
2.0	Install 2 ea-1-3/4" x 5 1/2" microlam beams, bolted each side of the existing main bearing beam and supported by 3" diameter steel adjustable lally columns and 18" x 18" x 10" reinforced concrete footings.	LS	LS	\$	\$
3.0	Install 2" x 6" collar ties at every rafter location and a 2" x 6" longitudinal plate, continuous at each rafter mid-span (known as the point of inflection) along the Northerly and Southerly rafter bays of the attic area. This will reduce the span of the roof rafters and reduce the deflection in the roof framing.	L.S.	L.S.	\$	\$

4.0	(Reserved)	L.S.	LS		
5.0	Install a new roof including ¾" CDX plywood, 15 lb asphaltic felt paper, ice and water shield and 30 year architectural roof shingles.	1,176	Sq. ft.	\$	\$
6.0	Repair damaged sheet rock where needed. Tape (as needed) and paint throughout the entire interior first and second floor levels.	LS	LS	\$	\$

<b>Engineer's Estimate of Quantities of Construction Con't</b>					
<b>Item Number</b>	<b>Item Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Item Cost</b>
7.0	Remove and replace rear porch area that has a 5'-8" width x 18'-8" length and extends to the first and second floor levels as a secondary means of egress.	LS	LS	\$	\$
8.0	Repair the access stairs to the second floor and provide a new handrail.	L.S.	L.S.	\$	\$
9.0	Install three pilasters along each interior perimeter face of the North and South foundation walls and two pilasters each along the West and East (front and rear) foundation walls. This will insure lateral stability of each wall section with the presence of hydrostatic pressure for which basement walls are not designed to accommodate. Restore/repoint all loose brick masonry about the perimeter foundation walls, provide Amerimix pre-mixed bagged mortar type N for repointing of existing brick work.	L.S.	L.S.	\$	\$

10.0	. Replace the incoming electrical service and meter. With a 200 amp service.	L.S.	LS	\$	\$
11.0	Install attic pull-down stairs and replace the front attic window.	LS	LS.	\$	\$
12.0	Remove and replace the existing front and rear access doors with solid wood core doors and associated locking hardware.	L.S.	L.S.	\$	\$
13.0	Install 6” gutters and downspouts along the Northerly and Southerly roof lines with downspouts directed to the rear of the property.	L.S.	L.S.	\$	\$
14.0	Remove and replace the front chain link fence, chain link fence gate and provide a 4’ wide x 4” thick concrete access sidewalk that extends from Winnie Avenue to the front porch.	L.S.	L.S.	\$	\$
15.0	Where interior walls are water damaged and framing members are rotted, provide 2” x 4” @ 16” on-center wall studding , 4” fiberglass batt sound insulation with ½” sheetrock, placed each side of the newly constructed stud wall. These replacement wall sections will be designated in the field once water saturated sheetrock is removed from affected walls on both the first and second floor levels.	L.S.	L.S.	\$	\$
				<b>Net Total Cost</b>	<b>\$</b>

Gross Amount of Bid for Contract: \_\_\_\_\_

(Figures)

\_\_\_\_\_ Dollars  
(Words)

and \_\_\_\_\_ Cents.  
(Words)



**5. Certification Statement of Non-collusive Bidding (submit with the Bid Package)**

**CERTIFICATION STATEMENT OF NON-COLLUSIVE BIDDING**

Non-Collusive Bidding Certification: By submission of this bid or proposal, the Bidder certifies that (a) this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor; (b) this bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project to any other bidder, competitor or potential competitor; (c) no attempt has been, or will be made, to induce any other person, partnership or corporation to submit or not submit a bid or proposal; (d) the person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties applicable to the Bidder as well as to the person signing in its behalf; (e) that attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

CORPORATE RESOLUTION (if applicable):

Resolve that \_\_\_\_\_  
be authorized to sign and submit the bid or proposal of this Corporation for the following project;

\_\_\_\_\_  
\_\_\_\_\_

and to include in such bid or proposal the certificate as to non-collusion required by the General Municipal Law as the act and deed of such Corporation, and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable under the penalties of perjury.

**CERTIFICATION STATEMENT OF NON-COLLUSIVE BIDDING**

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

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At a meeting of its Board of Directors  
Held on the \_\_\_\_\_ day of \_\_\_\_\_ 2020 .

(SEAL OF CORPORATION)

SECRETARY

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**6. Standard Form of Agreement (Contract) Between Owner and Contractor to be used for the project**

## CONTRACT

This contract is between the Troy Community Land Bank Corporation, and the contractor identified below and is dated \_\_\_\_\_, 2020.

**OWNER:** Troy Community Land Bank Corporation  
Anthony Tozzi Executive Director  
Room 701 200 Broadway  
Troy, NY 12180

**CONTRACTOR:** \_\_\_\_\_  
\_\_\_\_\_

**PROJECT ENGINEER:** R. Russell Reeves, CEng., P.E.  
P.O. x Box 1433  
Troy, NY 12181-1433  
(518) 391-8285

**PROJECT: Structural Stabilization of 11 Winnie Avenue, Troy, NY 12180**

## CONTRACT

### ARTICLE 1- WORK TO BE PERFORMED UNDER THIS CONTRACT

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents which are set forth in ARTICLE 6. The qualified contractor will be required to provide the following:

- i). Remove and replace the existing front porch 5' wide x 17'-6" length along with the associated skeletal framing, column support, plywood roof deck, ice and water shield, 15lb felt paper and 30 year architectural roof shingles.
- ii). Install 2 ea-1-3/4" x 5 1/2" microlam beams, bolted each side of the existing main bearing beam and supported by 3" diameter steel adjustable lally columns and 18" x 18" x 10" reinforced concrete footings.
- iii). Install 2" x 6" collar ties at every rafter location and a 2" x 6" longitudinal plate, continuous at each rafter mid-span (known as the point of inflection) along the Northerly and Southerly rafter bays of the attic area. This will reduce the span of the roof rafters and reduce the deflection in the roof framing.
- iv). Install new incoming electrical service and , a new 200 amp electrical service panel as per the National Electrical Code
- v). Install a new roof including 3/4" CDX plywood, 15 lb asphaltic felt paper, ice and water shield and 30 year architectural roof shingles.

vi). Repair damaged sheet rock where needed. Tape (as needed) and paint throughout the entire interior first and second floor levels.

vii). Remove and replace rear porch area that has a 5'-8" width x 18'-8" length and extends to the first and second floor levels as a secondary means of egress.

viii). Repair the access stairs to the second floor and provide a new handrail.

ix). Install three pilasters along each interior perimeter face of the North and South foundation walls and two pilasters each along the West and East (front and rear) foundation walls. This will insure lateral stability of each wall section with the presence of hydrostatic pressure for which basement walls are not designed to accommodate. Restore/ repoint all loose brick masonry about the perimeter foundation walls, provide Amerimix pre-mixed bagged mortar type N for repointing of existing brick work.

x). Install attic pull-down stairs and replace the front attic window.

xi). Remove and replace the existing front and rear access doors with solid wood core doors and associated locking hardware.

xii). Install 6" gutters and downspouts along the Northerly and Southerly roof lines with downspouts directed to the rear of the property.

xiii). Remove and replace the front chain link fence, chain link fence gate and provide a 4' wide x 4" thick concrete access sidewalk that extends from Winnie Avenue to the front porch.

xiv). Where interior walls are water damaged and framing members are rotted, provide 2" x 4" @ 16" on-center wall studding, 4" fiberglass batt sound insulation with ½" sheetrock, placed each side of the newly constructed stud wall. These replacement wall sections will be designated in the field once water saturated sheetrock is removed from affected walls on both the first and second floor levels.

This work shall be constructed in accordance with the latest edition and amendments to the IBC Building Code 2015 for New York State and in accordance with accepted engineering and construction practice. All construction activities shall be consistent with New York State Department of Labor standards and OSHA requirements. The contractor is responsible for workers safety.

## ARTICLE 2- CONTRACT PRICE AND PAYMENTS

CONTRACTOR shall submit a written invoice to the OWNER every ten business days. Said invoice shall set forth, in detail; the work completed and for which CONTRACTOR is seeking payment. OWNER shall pay CONTRACTOR the invoice amount, subject to any withholding of payments as set forth in ARTICLES 5 and 14, within thirty (30) days of receipt.

OWNER shall hold a retainage of five (5%) percent of the total CONTRACT price. Upon CONTRACTOR'S certifications to the OWNER, that the CONTRACT has been completed in accordance with all the CONTRACT documents, both OWNER and CONTRACTOR shall do a walk through to confirm completion, of the work. If OWNER is satisfied that the work is completed,

OWNER shall release the retained amount to CONTRACTOR within five (5) business days of the final walk through.

Prior to the final payment on the CONTRACT, CONTRACTOR and its subcontractor's, if any, shall provide a written waiver of liens.

#### ARTICLE 3- COMMENCEMENT & COMPLETION DATES, ACCEPTANCE AND FINAL PAYMENT

1. When work is reported to be ready for final inspection and payment the Engineer and the Executive Director shall make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed, he will promptly prepare a final estimate of payment and the entire balance due the Contractor, including the retained percentage will be paid the Contractor by the Land Bank.

2. Before the final payment is due, the Contractor shall submit evidence satisfactory to the Engineer and the Executive Director that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens of the Contractor may submit in lieu of evidence of payment, a surety bond satisfactory to the Troy Land Bank guaranteeing payment of all disputed amounts when adjudicated in cases where such payment has not been already guaranteed by surety bond.

3. The acceptance by the Contractor of the final payment will be and will operate as a release to the Troy Land Bank of all claims and of all liability to the Contractor for all things done or furnished in connection with this work, and for every act and neglect of the Troy Land Bank and others relating to or arising out this work, except the Contractor's claim for interest upon the final payment, if this payment should be improperly delayed.

After the completion of the work and acceptance of the work as being in full accordance with the Contract, the Troy Land Bank will pay and the Contractor shall accept in full. Consideration for the performance of the Contractor's obligations hereunder, the prices stated in his Proposal, as the same may have been increased or decreased by Change Orders. This provision, however, will not preclude the Troy Land Bank from withholding a stipulated amount from the final payment otherwise due the Contractor in the event that other provisions appearing herein will require and authorize such retention.

#### ARTICLE 4- LIQUIDATED DAMAGES

While there are no liquid damages associated with this project, The CONTRACTOR and OWNER recognize that time is of the essence and OWNER will suffer from the lack of use of this building if the work is not completed on or before the date specified. The Land Bank needs to have substantial completion of this work no later than May 15<sup>th</sup>, 2020 with the work completed in its entirety (project close-out and site clean-up) no later than May 29<sup>th</sup>, 2020.

#### ARTICLE 5- WITHHOLDING OF PAYMENTS

OWNER may withhold any payment, which the Project Engineer may refuse to recommend, for work certified by CONTRACTOR as completed and not actually completed. OWNER may also withhold payment because of claims having been made against the OWNER or liens filed in connection with the work. OWNER may continue to withhold such payment until the claims have been settled and the liens discharged to OWNER'S satisfaction.

#### ARTICLE 6- CONTRACT DOCUMENTS

The CONTRACT documents which comprise the entire CONTRACT between the OWNER and CONTRACTOR concerning the work consist of the following:

1. The CONTRACT,
2. Exhibits to the CONTRACT as follows:
  - a. Exhibit "A", Bid Document dated January 22<sup>ed</sup>, 2020.
  - b. Exhibit "B", Bid Proposal

The Exhibits set forth above are specifically identified and made a part hereof and are incorporated herein by reference.

#### ARTICLE 7- WARRANTY

CONTRACTOR shall warrant to OWNER as follows:

- a. The materials, components and equipment provided under the contract by CONTRACTOR and its subcontractors shall be of good quality and shall be new unless otherwise required by the specifications;
- b. That the work of CONTRACTOR and its subcontractors will be free from defects except defects which are solely due to the specifications;
- c. That the work will conform to the specifications;



## ARTICLE 8. - SUBCONTRACTORS

With the written consent of OWNER, CONTRACTOR may use one or more subcontractors. CONTRACTOR shall not use any subcontractor to which OWNER has objected.

CONTRACTOR shall be responsible for the work, acts and omissions of its subcontractors.

The Subcontractor must comply with all insurance and indemnification requirements as set forth above and must submit all documentation required before work starts.

## ARTICLE 9 — PROFESSIONAL LIABILITY POLICY/BONDS

Prior to the commencement of any work CONTRACTOR shall provide the City with a copy of its professional liability insurance policy. If CONTRACTOR fails to submit said policy then CONTRACTOR shall provide a 100% performance bond and a 100% labor/materials payment bond. Both bonds shall be from sureties acceptable to OWNER and, if signed by an agent, shall be accompanied by a certified copy of the agent's authority.

## ARTICLE 10- INSURANCE

CONTRACTOR shall have in effect, and shall provide certificates of insurance to evidence same, the following insurance policies and coverages:

- a. Workers compensation insurance as required by law and including employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate and disability benefits insurance as may be required by law;
- b. Commercial general liability and contractual liability on an occurrence basis with the following limits of coverage: bodily injury, property damage and personal injury, one million dollars (\$1,000,000) each occurrence/two million dollars (\$2,000,000) general aggregate.
- c. Vehicle liability including owned, non-owned and hired vehicles and all other vehicles with the following limits of coverage: one million dollars (\$1,000,000) each occurrence and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage liability.

- d. All certificates of insurance are to provide that the insurance evidenced by the certificate shall not be cancelled or materially altered except after thirty (30) days prior written notice OWNER.
- e. OWNER and its representatives, officers, agents and employees, shall be named as additional insured on the commercial general liability/contractual liability policy and on the vehicle liability policy.
- f. All policies are to be written by insurance companies authorized to do business in the State of New York and which are acceptable to OWNER.

#### ARTICLE 11 – COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW

The work performed by the CONTRACTOR, and any materials and components provided by CONTRACTOR, shall comply with all applicable federal, state, and local laws, codes and regulations.

In the event any specification or other work requirements is deemed by CONTRACTOR to be inconsistent with sound design, safety or other practices, CONTRACTOR shall in writing promptly notify the project Engineer or OWNER of same.

CONTRACTOR shall submit all necessary documentation to the Troy Land Bank to satisfy the requirement for any required building permit or other permits and approvals and inspections.

#### ARTICLE 12 – SAFETY

CONTRACTOR shall be responsible for providing, maintaining and supervising reasonable safety precautions and programs in connection with the performance of its work. Such precautions and programs shall provide reasonable protection to prevent damage or injury to employees of the contractor, employees of other, other persons on or near the project site, the work and materials and equipment to be incorporated into the project and other property at the project site or near the project site. The Contractor is responsible for NYS Department of Labor and OSHA safety requirements and for worker safety.

#### ARTICLE 13 – INDEMNIFICATION

1. 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.

2. The Contractor, intending to be legally bound, hereby expressly agrees and covenants to hold harmless and indemnify Enterprise, its directors, officers, agents and employees from and against any and all third party costs, losses, actions, liability, demands, claims, damages and expenses of any nature or any kind (including, but not limited to, indebtedness, penalties, fines, Enterprise’s costs and reasonable legal fees) incurred in connection with this Grant or that arise out of any act or omission of the Contractor, any Subcontractors of the Contractor, or of any of their respective employees or agents except to the extent any such costs, liability, demands, claims, damages or expenses result from Enterprise’s gross negligence or willful misconduct. The Contractor shall be solely responsible and answerable in damages for any and all accidents or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor, or any Subcontractor pursuant to this Agreement. Contractor’s obligations under this section shall survive termination of the agreement.

**ARTICLE 14 – THE BOARD of COMMISSIONERS RIGHT TO REJECT WORK, STOP WORK OR COMPLETE WORK**

If the Project Engineer determines that CONTRACTOR is not performing its work in accordance with the contract requirements, upon the recommendation of the Project Engineer, OWNER may, by written order, direct CONTRACTOR to stop its work or any portion thereof, and to correct such work. If CONTRACTOR refuses or neglects to commence to correct such work within three (3) days of the written notice or within such other time period as the Project Engineer may recommend, OWNER may

Correct such work and deduct the cost of correcting such work from amount due to CONTRACTOR, in addition to any other remedies which OWNER may have.

OWNER may reject work that does not conform to this contract or to the specifications.

#### Article 15- SUSPENSION FOR CONVENIENCE OF THE OWNER

OWNER without cause may in writing, direct CONTRACTOR to suspend its work for a specified period of time. If OWNER does so, an adjustment shall be made in the contract price for increases in the costs to CONTRACTOR of performing the contract so that the CONTRACTOR is reasonably and fairly compensated.

#### Article 16- TERMINATION

CONTRACTOR may terminate the contract if the work is stopped or CONTRACTOR is prevented from performing the contract for a period of thirty (30) days through no act, omission or fault of CONTRACTOR or of any of its subcontractors or their officers, agents and employees, provided such stoppage or such prevention is due to any of the following reasons or causes:

- a. Order of a court or other public authority;
- b. Because the Project Engineer has not performed an act or duty he is required to perform;
- c. Because OWNER has not performed an act or duty it is required to perform;
- d. Because of a substantial breach of this contract by OWNER.

OWNER may terminate this contract for the following reasons or causes:

- a. CONTRACTOR refuses or fails to provide enough skilled workers or materials to perform the work in a timely manner;
- b. CONTRACTOR fails to make any required payment to any of its subcontractors;
- c. CONTRACTOR is performing work in violation of federal, state or local law, code or regulation;
- d. CONTRACTOR is in material breach of provision of the contract.

#### ARTICLE 17- MISC. PROVISIONS

- a. Provisions required by the New York General Municipal Law, copies of which are annexed, and any other statutorily mandated provisions, if any, are hereby made a part of this contract.
- b. Subsequent to the execution of this CONTRACT and before any work

Takes place on the project, a pre-construction meeting shall take place between OWNER and CONTRACTOR.

- c. OWNER shall designate a “ clerk of the works” who shall represent OWNER on the project and with whom CONTRACTOR shall work and communicate with, in addition to working with the Project Engineer.
- d. CONTRACTOR shall keep the project site free from scrap and waste materials and trash caused by CONTRACTOR’S work and the work of its subcontractors. After CONTRACTOR has completed its work, CONTRACTOR shall remove from the project site all of its waste materials, scraps, trash, equipment, materials and the like.
- e. There shall be a progress meeting once a week between CONTRACTOR and OWNER to discuss the status of the project and any anticipated delays or problems.
- f. Neither party may assign this contract or any of the rights under it, nor subcontract any work to be performed under it, without the prior written consent of the other party.
- g. A waiver by a party of any breach or provision of this contract shall not be construed to be a waiver by such party of any other breach or provisions.
- h. The paragraph headings of this contract are for the convenience of the parties only.
- i. The invalidity or unenforceability of any provision of this contract shall not affect the validity or enforceability of any other provision.
- j. This contract contains the entire agreement of the parties and may not be changed orally. All changes must be in writing and signed by the party agreeing to the change.

**ARTICLE 18    ADDITIONAL GROUNDS FOR CANCELLATION OF AGREEMENT BY THE LAND BANK; DISQUALIFICATION FOR FUTURE CONTRACTS WITH PUBLIC AUTHORITIES**

This clause is required by general Municipal Law Section 103-a): Upon the refusal of a person, when called before a grand jury, head of a state department, temporary state

commission or other state agency, the organized crime task force in the department of law, head of a municipal department, or other municipal 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 any political subdivision thereof, a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

- a. such person, and any firm, partnership or corporation of which he is a 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 municipal corporation, or any public department, agency or thereof, for goods, work or services, for a period of five years after refusal, and
- b. any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty nine or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owed by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

#### ARTICLE 19. 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 20. COOPERATION

- 9.1 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 21. NON-DISCRIMINATION

- 10.1 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.
- 10.2 Contractor shall not discriminate in its activities and operations in connection with this Agreement on the basis of age, race, creed, ethnicity, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by the United States federal, state, or local law or regulation. Grantee expressly agrees not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.
- 10.3 Contractor shall require any Subcontractor, or Sub-Subcontractor receiving Grant Proceeds to comply with the obligations set forth in this section, including by providing their express agreement not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.

ARTICLE 22. IRANIAN ENERGY SECTOR DIVESTMENT

- 9.1 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 23. INDEPENDENT CONTRACTOR STATUS

- 12.1 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 24. NON-COLLUSIVE BIDDING

- 15.1 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 25. NO WAIVER OF PERFORMANCE

- 16.1 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 26. ADDITIONAL WORK

- 18.1 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. Acceptance of any additional work be at the sole discretion of the Land Bank.

- 18.2 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 27. LICENSES

- 19.1 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 28. PARTIAL INVALIDITY

- 20.1 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 29. HEADINGS – CONSTRUCTION

- 21.1 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 30. NOTICES

- 22.1 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 31. GOVERNING LAW AND LEGAL ACTION

- 23.1 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 32. ENTIRE AGREEMENT

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

ARTICLE 33.            MODIFICATION

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

ARTICLE 34.            BOARD OF DIRECTORS APPROVAL

26.1 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 fifteen 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 at the board meeting following the date of this contract, 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: \_\_\_\_\_  
Anthony Tozzi  
Executive Director

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Contractor Name  
Title

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

On the \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, personally appeared ANTHONY TOZZI 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 \_\_\_\_\_, 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.

\_\_\_\_\_  
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:

**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.**

**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.**

**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

**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, Suite 701  
Troy, NY 12180

Enterprise Community Partners, Inc.  
1 Whitehall Street, 11<sup>th</sup> Floor  
New York, New York 10064

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

Note:

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

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

## **7. Contractor's Qualification Statement**

## **STATEMENT OF BIDDER'S QUALIFICATIONS**

### **STATEMENT OF BIDDER'S QUALIFICATIONS**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate, attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder, permanent main office address and telephone number.
2. Names of all officers and principals in the firm.
3. When organized (month, day, year).
4. If a corporation, where incorporated (city, state).
5. Number of years Bidder has been engaged in construction under present firm or trade name?
  - a. Number of years engaged in this work
6. Contracts on-hand: Schedule these, showing gross amounts of each contract and the appropriate anticipated dates of completion.
  - a. List a minimum of 4 equal projects
7. General character of work performed by Bidder (e.g. construction, excavation, manufacturing, etc.).
8. Has Bidder failed to complete any work awarded to firm? If so, where and why?
9. Has Bidder ever defaulted on a contract? If so, where and why?

10. List the important contracts completed by Bidder within the past two years stating approximate gross cost for each, and the month and year completed.
  
11. List major equipment available for this Contract (description, age, condition).
  
12. Experience in construction work similar in importance to this project (contracts within the past five years).
  
13. Background and experience of the principal members of firm, including officers (type of work, number of years with firm).
  
14. Will Bidder, upon request, furnish any other pertinent information, financial or otherwise, that may be required by the City of Watervliet ? Yes \_\_\_\_\_. No \_\_\_\_\_.
  
15. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Troy Community Land Bank Corporation in verification of the recitals comprising this Statement of Bidder's Qualifications.

\_\_\_\_\_  
 (Name of Firm)

By: \_\_\_\_\_  
 (Principal)

\_\_\_\_\_  
 (Title)



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.

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

## **8. CERTIFICATE OF INSURANCE**

## **CERTIFICATE OF INSURANCE**

The successful bidder shall attach his Certificates of Insurance in a form acceptable to the Troy Community Land Bank General Counsel, immediately following this page when submitting this document for Contract Execution. The Corporation Counsel shall provide the Contractor with the required coverage and limits (such as follows):

**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.**

**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.**

### **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

**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, Suite 701  
Troy, NY 12180

Enterprise Community Partners, Inc.  
1 Whitehall Street, 11<sup>th</sup> Floor  
New York, New York 10064

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

Note:

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

**9. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS**

**Contractor's Affidavit of Payment of Debts and Claims**

**To Owner:**

**Project:**

**Contract For:**

**Contract Date:**

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State of:

County of:

The undersigned hereby certifies, that except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnish, for all work, labor, and services performed, and for all know indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

Contractor:

By: \_\_\_\_\_  
(Signature of authorized representative)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment Suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens.

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.

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

**10. CONTRACTOR’S AFFIDAVIT OF RELEASE OF LIENS**



**Contractor's Affidavit of Payment of Debts and Claims**

**To Owner:**

**Project:**

**Contract For:**

**Contract Date:**

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State of:

County of:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all Suppliers of materials and equipment, and all performers of work, labor, or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

**EXCEPTIONS:**

Supporting Documents Attached Hereto:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment Suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens.

By: \_\_\_\_\_  
(Signature of authorized representative)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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.

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