

SULLIVAN COUNTY LAND BANK CORPORATION

NOTICE TO BIDDERS

HOUSING REHAB PROJECTS

NOTICE IS HEREBY GIVEN that sealed bids for two separate projects:

1. Residential Housing Rehab: 48 Yaun Avenue (B-19-4)
2. Residential Roof Project: 39-43 High Street (B-19-5)

(hereinafter Bid Item) will be received by the Sullivan County Land Bank Corporation, 100 North Street, Monticello, New York 12701, until 1:00 o'clock PM on Wednesday, May 29, 2019, and then be publicly opened and read aloud.

Copies of the Information for Bidders, Bid Form, and Specifications may be obtained at the Sullivan County Land Bank Corporation, c/o Division of Planning, 100 North Street, Monticello, New York 12701. Bids must be submitted on official forms and in sealed envelopes at the above address and shall bear on the face thereof the name and address of the bidder, designation of the Bid Item exactly as specified above and the Land Bank.

The Land Bank reserves the right to reject any and/or all bids and to readvertise for new bids. Bids shall be awarded in accordance with General Municipal Law §103. This Bid is not subject to Prevailing Wage Rates.

Dated: May 17, 2019

BY ORDER OF THE SULLIVAN COUNTY
LAND BANK CORPORATION

INFORMATION FOR BIDDERS REQUIREMENTS OF BID AND DELIVERY

ALL BIDS MUST BE SUBMITTED ON THE FORMS ANNEXED HERETO AND IN ACCORDANCE WITH PROVISIONS CONTAINED HEREIN.

1. Receipt and Opening of Bid.

The **SULLIVAN COUNTY LAND BANK CORPORATION ("Land Bank")** invites bids for the "Bid Item" specified in the "**Notice to Bidders**" as detailed in the specifications attached hereto. Bids will be received at the office of the Land Bank until the time stated in the Notice to Bidders, and then at said place will be publicly opened and read aloud. Bids received after the specified time will not be considered. A bid may be withdrawn prior to the specified time for public opening. No bid may be withdrawn after the time set for public opening.

2. Preparation of Bid.

a. Sealed envelope. Each bid shall be submitted in a sealed envelope. The envelope shall have the following information on the outside:

(1). Bid for: Residential Housing Rehab: 48 Yaun Ave, Liberty, NY

(2). The name and address of the bidder. Bids which are forwarded by mail must be enclosed in another envelope addressed as follows:

<u>Sullivan County Land Bank</u> <u>c/o Division of Planning</u> <u>100 North Street, Monticello, New York 12701</u> <u>Attn: Jill Weyer</u>	<u>Bid for: Residential Housing Rehab: 48 Yaun Ave,</u> <u>Liberty, NY</u>
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b. Bid Proposal. All blank spaces on the bid proposal form must be filled in. Prices must be specified in both words and figures. Bid proposals must be signed by the bidder and properly acknowledged as specified on the form. Proposals which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, ambiguities or irregularities of any kind may be rejected as informal.

c. Non-Collusion Certification. Each bid must be accompanied by a non-collusion certification as required by General Municipal Law Section 103-d. The certification shall be signed by the bidder. A copy of the non-collusion certification is annexed hereto.

3. Addenda and Interpretation.

No interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretations should be in writing addressed to the Sullivan County Land Bank Corporation, 100 North Street, Monticello, New York 12701, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid submitted. Any addenda so issued shall become part of the contract documents.

4. Deviations from Specifications.

Minor deviations from specifications need not be specified. Major differences or variances from specifications shall be listed separately from the proposal, and enclosed with the proposal and made a part hereof.

5. Duration of Bid.

Prices and bid shall remain firm and effective for at least forty-five (45) days from date of opening of bids.

6. Performance Bond and Labor and Materials Payment Bond.

A performance bond and labor and materials payment bond may be required. Please check the General Requirements, Specifications or Contract for details.

7. Bid Price.

The prices quoted are to include the complete cost of the work or items bid including all charges, taxes, and all other incidental charges. It is expressly called to the bidders attention that bids are to be complete in all respects as regards materials, equipment or work to be furnished under this contract, and that no extras of any kind be allowed.

8. Taxes.

The bid price shall not include any excise or sales taxes from which the Land Bank is exempt.

9. Qualifications of Bidders.

The Land Bank may make such investigations as it deems necessary to determine the ability of the bidder to perform the work or supply the items, and the bidder shall furnish the Land Bank all such information and data for this purpose as the Land Bank may request. The Land Bank reserves the right to reject any bid if the evidence submitted by or investigation of, such bidders fails to satisfy the Land Bank that such bidder is properly qualified to carry out the obligations of the contract or supply the items, or if the bidder fails to furnish the requested information. Conditional bids will not be accepted.

10. Statement of Equality.

Reference made to trade means, manufacturer's names, minute details and/or methods of manufacture, including material specifications and/or model numbers in the specification affixed hereto is merely intended to indicate a standard of excellence and/or to more suitably detail and explain the type of product desired. Variations from specifications which do not materially affect the operational capability, the ease of maintenance, the physical ability to fit into space availability, the longtime operational economies and/or spare parts stock and/or procurement shall not preclude the products of and/or all manufacturers from being given due consideration in respect to the award of the contract. The Land Bank reserves the right to approve all proposed "equals".

11. Land Bank's Reservation of Rights.

The contract will be awarded to the lowest responsible bidder furnishing the required security. The Land Bank reserves the right to select the bid proposal, or any separate part thereof if separable, the acceptance of which will best serve the interest of the Land Bank or to reject any and all bids and to readvertise for bids. The Land Bank specifically reserves the right to waive any informalities in the bids tendered.

NOTE: Other requirements are contained in the General Requirements, Specifications and Contract annexed hereto.

GENERAL REQUIREMENTS

- Bid Bond: No Yes
- Performance Bond: No Yes - **Amount** Contract Price
Non-Surety Bond
No Additional Cost to Contractor
See Bond Form in Bid
- Labor and Materials Bond: No Yes **Amount** Contract Price
Non-Surety Bond
No Additional Cost to Contractor
See Bond Form in Bid
- Retainage: No Yes 5 %
- Affidavits for progress & final payments: Yes

Insurance:

- Worker's Comp/Disability No Yes (If Yes, statutory coverage requirement)
- Liability Insurances No Yes **Types and Limits - See Contract**
- Builder's Risk No Yes (If Yes, see Contract)
- Other Insurance Requirements: No Yes (If Yes, see Contract)
- Land Bank as Additional Insured No Yes (If Yes, see Contract)
- Other Additional Insureds No Yes (If Yes, see Contract)

Other Requirements: No Yes EXECUTION OF CONTRACT AFTER
BID AWARD

BID 19-2: RESIDENTIAL HOUSING REHAB: 48 YAUN SPECIFICATIONS

The Sullivan County Land Bank Corporation (SCLBC) is issuing this Bid for competent firms to renovate 48 Yaun Avenue, Liberty, NY 12701.

SPECIFICATIONS

The work list was created without the results of lead, asbestos, radon or other testing which may be required for this project and which may alter the specifications listed below. A Housing inspection report was also completed and is attached as Attachment B.

When providing estimate, include all labor, materials, shipping or delivery fees, taxes where non capital improvement, permits, licensing and insurance to complete the job in full.

A. MOLD LIKE SUBSTANCE - NUMEROUS AREAS IN THE HOME - CERTIFIED MOLD ASSESSOR/MITIGATION CONTRACTOR ONLY

The third party home inspection report indicates that the interior of the home exhibits a higher than average moisture level and there is a “mold like” substance present in many areas. This is indicative of a roof leak, poor ventilation, poor air sealing, a bathroom vent fan that is not properly vented, basement vapor intrusion, etc. This condition should be assessed by a certified mold assessor and a mitigation plan, inclusive of repair suggestions for any deficiencies found, should be developed. Contractor’s should be chosen to provide estimates for the required mitigation work that are certified in NYS for Mold remediation. A mold clearance is to be conducted post remediation with the certified results provided to whomever has project oversight at that time.

B. SITE CLEANUP – DEMOLITION - DEBRIS REMOVAL - NON SELECTIVE

Non selective to include: debris in the living spaces, in the basement, in the garage and outside the home to be cleaned up and removed as well as the gutters and leaders all debris is to be disposed of in a code legal manner.

C. EXTERIOR REPAIRS – SIDING – SOFFITS – FASCIA - WRAP FASCIA - VINYL SOFFITS

There are numerous soffit and fascia locations that will require repair, a couple of areas where the siding is missing or damaged (2-spots at the reverse gable ends f/r). The soffits are to be closed with white vinyl soffit panels (open the wood soffits and install vented soffit panels where applicable) and the fascia are to be wrapped with white aluminum coil stock (.027 Min.) or pre bent aluminum fascia, back caulked and nailed as required. Any missing siding is to be replaced with a material that matches the existing as closely as is possible.

D. ROOFING - REMOVE AND REPLACE

The existing roof covering has exceeded its life expectancy and there are currently active leaks in this roof. Strip all old shingles, paper, drip edge, plumbing boots, etc. and dispose of in a code legal manner. Repair any sheathing found to be deficient with like material. Install “ice and water” shield to

code at all eave ends, valleys and rake edges. Install new steel drip edge at all roof edges. Install new synthetic roof underlayment and shingle the roof with new lifetime "Architectural" shingles. Install new sidewall flashing, chimney flashing and plumbing boots as you progress. Cut the ridge back 1" on each side and install a shingle over ridge vent for attic ventilation. Remove all debris from site and dispose of in a code legal manner. Remove any skylights encountered, patch the opening and shingle these over.

E. WINDOW REPLACEMENT - VINYL REPLACEMENTS--Low E--Double Hung--Double Glazed-- Energy Star – With Exterior trim repair and wrapping (15) locations-- Following EPA RRP Lead Safe Work Practices

After establishing any required floor containment with polyethylene sheeting, wet mist, remove, wrap in polyethylene sheeting and dispose of window components and storm windows. Hepa vacuum any paint chips, dust and debris in accordance with 40 CFR part 745 (RRP rules). Field measure, order and install white, vinyl, double hung, double glazed, argon filled ENERGY STAR RATED using the standards for this climate for U value and SHGC vinyl replacement windows with at least an R-3 rating with full screens, tilt in and double sash locks or equivalent. If major rot is detected during removal of the existing window a change order will be necessary before proceeding. Insulate between new window and existing frame with an appropriate spray foam product. Match new replacement window grill design to existing windows as closely as possible (if applicable). Wrap exterior jamb and sill with .027" aluminum coil stock (no hollow wrapping) back caulked and nailed 6" on center. Caulk all seams and gaps. Test the windows to ensure they open, close and lock properly. Contractor please supply make and model of window that you are proposing to install.

Cleaning For Clearance: After completion of all lead hazard reduction activities, wet mist, fold and remove all containment polyethylene sheeting. HEPA vacuum all visible surfaces including walls, floors, ceilings and window troughs from the top down. Detergents scrub all horizontal surfaces in small sections using a 3-bucket system, changing rinse water every 250 SF. Completely rinse with clean water and new equipment. After surfaces are dry, call third party lead clearance company- for certified clearance

F. ELECTRICAL - GFCI's

The home lacks the proper GFCI protection at the (3) bathrooms, kitchen counter tops, exterior and garage locations. These areas should be investigated and estimates for upgrading of these receptacles to current GFCI protection presented.

G. PLUMBING – DWV – SUPPLIES – FIXTURES - WATER HEATER (ELECTRIC)

The existing plumbing supplies should be air charged, any deficiencies identified and an estimate for repair made. The DWV system should be inspected (as possible) any deficiencies identified and an estimate for repairs made including any potential venting updates as required. All the fixtures in the home should be inspected and a determination made as to their reuse. The existing electric water heater is to be replaced "in kind" with a new 40 gal electric water heater installed to code. Provide an estimate for replacement, as needed, of any fixtures found to be deficient, any faucets required.

Include new supply lines, wax rings, brass toilet bolts, faucets, piping, valves, etc. as required to restore the domestic supply and drain systems and bathtubs/showers, in this home, to service in a code legal manner.

H. THERMAL - INSULATION - REPLACE WHERE MISSING OR DAMAGED

The attic insulation is missing at several locations or damaged from active roof leaks. These areas should be identified and estimates generated for replacement as required. Additionally the overall thermal efficiency of the home would benefit from the addition of an R-30 unfaced "attic blanket" installed perpendicular to the ceiling joists. If there are no rafter vents present please include the installation of rafter vents to aid in properly ventilating the attic space.

I. DRYWALL – REPAIR – REPLACEMENT - MANY LOCATIONS

There are numerous areas throughout the home that exhibit damaged or missing drywall at the ceiling. Any area that is missing drywall please estimate to supply, install, tape (level 4) and prime in preparation for finish painting. In areas where the existing drywall is salvageable, but damaged, estimate for repair as needed to restore these surfaces to a level (4) finish, including priming, in preparation for finish painting. The skylight, at the stairwell, is to be removed in the course of roofing and this skylight well is also to be removed and the drywall repaired as above.

J. KITCHEN - BATHROOM - FIT UP - APPLIANCES

The existing kitchen cabinetry and counter tops appear to be salvageable with some minor repair. After cleaning all surfaces make any required repairs to these cabinets including but not limited to door hinges, drawer slides, sink base bottom, etc. as required. In the bathrooms the fixtures should have been replaced/reset by the plumber on the project, however the towel bars, a toilet roll holder, a medicine chest, etc. will need to be sourced and installed in both bathrooms. Additionally there are no viable kitchen appliances on site. Source and install a new refrigerator, gas range and dishwasher as required.

K. FLOORING - HARDWOOD (LIVING ROOM) - VINYL PLANK (ENTRY WAY/KITCHEN/ BASEMENT BEDROOMS AND COMMON SPACE AND UTILITY ROOM)

The hardwood flooring, in the living room, is damaged beyond repair as a result of the roof leaking and lack of conditioning in the home. This flooring should be carefully removed (along with any trim elements), new strip oak flooring installed, the trims replaced and all of the hardwood in the home sanded and refinished including the stairs.

L. DOORS - GARAGE OVERHEAD AND MAIN DOOR, BASEMENT WALK OUT DOOR, FIRE DOOR TO GARAGE

Following EPA RRP Lead Safe Work Practices

Garage overhead door, main door (to exterior), door to kitchen and the basement walk out door have all exceed their useful life expectancy and are to be replaced. Source and install a new insulated steel garage overhead door, tracks and hardware. Install a new fiberglass door with PVC jambs and

brickmold at the exterior door location from the garage and the basement. At the garage to kitchen interior door install a new fire rated door assembly with self-closing hinges as required by the current applicable fire code. Include any related trims, sealants, under sill panning, and painting as required for a complete, functional and code compliant replacement.

M. REAR DECK – STAIRS – RAILINGS - DECKING

The stairs to the rear deck and the railings on the deck and stairs are in poor condition and will require replacement. The stairs are to be constructed of PT pine stock with triple stringers, closed risers and shall land on a concrete or bluestone pad. The railings on the stairs and deck are to be constructed of PT pine stock with a top and bottom rail, 2 x 2 PT balusters, spaced no more than 4” apart, with a PT pine stock cap. At the stairs install, on one side only, a graspable handrail that returns to a post at each end per code. At the time of my site visit the deck surface was not visible due to snow cover, if the decking is found to be deficient please include repair/replacement as required in your estimate. All hardware to be ACQ approved. Include all labor, materials, concrete, framing, etc. required for a complete and code compliant installation.

N. GUTTERS AND LEADERS – SEAMLESS - WHITE

The gutters and leaders on the home are in poor condition or missing and these are slated for demo. as the fascia is to be wrapped. Install new, white seamless aluminum gutters and new leaders with min. 5’ extensions and splash blocks at all locations. Include all labor and materials necessary for a complete and code compliant installation.

O. LANDSCAPING – CLEANUP - CUT BACK OVER GROWTH

There are numerous mature shrubs and several smaller trees that have been left to grow unchecked and are crowding the home. These shrubs/trees should be evaluated and if found to be too mature/overgrown to be safely or properly pruned these should be removed. The goal is to increase access, reduce any potential moisture issues and to improve air flow around the home. All debris is to be removed from site and where possible the stumps should be removed or if this is not possible they should be flush cut.

P. MASTER BATHROOM - GUT REHAB. - BASEMENT BATHROOM - WALLPAPER OUT

The *master bathroom* (pink/second floor) exhibits damage to the floor and shower threshold. The shower has settled and proper pitch to the drain is now questionable. With the damage to the floor, shower threshold and tile, in this room, my recommendation is to gut this room to the studs, repair the floor framing, install new subflooring, install backerboard at the floor, replace the shower with a new acrylic unit, upgrade the shower valve to a modern anti scald unit, tile the floor, sheetrock and tape the walls/ceiling and install a new toilet and vanity. In the *basement bathroom* there is tile damage next to the toilet, drywall damage above the shower and the wallpaper in this room is beyond salvage. Remove all the wallpaper in this room and repair the walls in preparation for finish paint. Source and install tile to replace the damaged tiles next to the toilet. Include all labor and materials necessary to complete the above repairs to code.

Q. BOILER - H/W BASE BOARD--INSTALL

The home is currently heated with electrical resistance base board units many of which are in need of replacement and as this method of heating tends to be inefficient I am recommending the installation of a new, condensing style, direct vent propane fired hot water boiler and new convector units (fin and tube baseboard) in all rooms. Perform a heat loss on the home to determine the boiler size required and L.F. of convector for each room. Source and install a new wall hung, condensing style, direct vent, gas fired boiler with a min. AFUE of 90% including all necessary piping, gas piping, venting, circulator(s), zone valves, etc. Source and install "Slant fin" or equivalent base board convection units in all rooms per the heat loss calculation. Include all necessary piping, fittings, housings, end caps, etc. required for a complete, functional and code compliant installation.

OTHER REQUIREMENTS

A. Insurance Requirements

The successful bidder 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 as noted in the attached construction agreement – Attachment A.

The Land Bank and Enterprise Community Partners, Inc. shall be named as an additional insured on the policies required by subparagraphs (A and B) above (Land Bank: 100 North Street, Monticello, NY 12701 and Enterprise: 70 Corporate Center, 11000 Broken Land Parkway, STE 700, Columbia MD 21044).

B. Non-Collusive Certification

Each bidder must submit a signed Non-Collusive Bidding Certification (included in this bid package).

C. 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.

D. 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.

E. Sexual Harassment Policy

Each bidder must submit a signed Sexual Harassment Policy Certification (included in this bid package).

F. Non-Discrimination Policy

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.

G. Conflict of Interest

The award of a contract is subject to provisions of all Federal, State and County laws. All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the SCLBC. Further, all proposers must disclose the name of any SCLBC officer, employee, or elected official who owns, directly or indirectly, an interest of ten percent or more in the proposer or any of its subsidiaries or affiliates. To avoid conflicts of interest and the appearance of impropriety, the proposer shall be required to complete the Disclosure Form attached hereto.

H. Miscellaneous Requirements

1. The Land Bank will not be responsible for any expenses incurred by any firm in preparing or submitting a bid proposal. All bid proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this Bid. Emphasis should be on completeness and clarity of content.
2. The contents of the bid proposal submitted by the successful firm and this Bid are part of the contract for these services. The successful firm shall execute said contract with the Land Bank.
3. Bid proposals shall be signed in ink by the individual or authorized principal of the responding party.
4. 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.

SELECTION PROCESS

Bids will be opened on Wednesday May 29, 2019 at 1PM in the Sullivan County Planning Department, 100 North Street, Monticello, NY 12701. A non-collusion affidavit must be submitted with the sealed bid.

*A prebid walk thru for this work is scheduled for Wednesday May 22nd at NOON Contractors can access the site anytime.

*Labor is not prevailing wage - local participation preferred

More information on the Sullivan County Land Bank, including its adopted procurement policy, is available at www.sullivancountylandbank.org

Sealed bids are to be clearly marked and submitted to:

Sullivan County Land Bank Corporation
c/o Sullivan County Division of Planning
100 North Street
Monticello, NY 12701

BID SHEET – 48 YAUN AVE

Please provide your costs and any other pertinent information regarding the bid.(attach additional sheets as necessary)

Item	Description	Bid Amount
A.	MOLD LIKE SUBSTANCE—NUMEROUS AREAS IN THE HOME(CERTIFIED MOLD ASSESSOR/MITIGATION CONTRACTOR ONLY)	\$ _____
B.	SITE CLEANUP—DEMOLITION—DEBRIS REMOVAL—NON SELECTIVE	\$ _____
C.	EXTERIOR REPAIRS—SIDING—SOFFITS—FASCIA—WRAP FASCIA—VINYL SOFFITS	\$ _____
D.	ROOFING—REMOVE AND REPLACE	\$ _____
E.	WINDOW REPLACEMENT—VINYL REPLACEMENTS	\$ _____
F.	ELECTRICAL—GFCI's	\$ _____
G.	PLUMBING—DWV—SUPPLIES—FIXTURES—WATER HEATER (ELECTRIC)	\$ _____
H.	THERMAL—INSULATION—REPLACE WHERE MISSING OR DAMAGED	\$ _____
I.	DRYWALL—REPAIR—REPLACEMENT—MANY LOCATIONS	\$ _____
J.	KITCHEN—BATHROOM--FIT UP—APPLIANCES	\$ _____
K.	FLOORING—HARDWOOD (LIVING ROOM)—VINYL PLANK (ENTRY WAY/KITCHEN/BASEMENT BEDROOMS AND COMMON SPACE AND UTILITY ROOM)	\$ _____
L.	DOORS—GARAGE OVERHEAD AND MAN DOOR, BASEMENT WALK OUT DOOR, FIRE DOOR TO GARAGE	\$ _____
M.	REAR DECK—STAIRS—RAILINGS—DECKING	\$ _____
N.	GUTTERS AND LEADERS—SEAMLESS--WHITE	\$ _____
O.	LANDSCAPING—CLEANUP—CUT BACK OVER GROWTH	\$ _____
P.	MASTER BATHROOM—GUT REHAB.—BASEMENT BATHROOM—WALLPAPER OUT	\$ _____
Q.	BOILER—H/W BASE BOARD--INSTALL	\$ _____
TOTAL		\$ _____

I, hereby submit a proposal to perform the residential rehabilitation items below for work on the property shown above. The work involved will be carried out according to the work scope and will conform to Uniform Code Council Building Code, ANSI, National Electrical Code, and local building code requirements where applicable. The work will include all permits required where applicable, labor, materials, insurance (with any additional insurance requirements to add additionally insured to the liability insurance), shipping, delivery, debris disposal and clean up and any tax were applicable and one year parts and labor warranty.

PLEASE ANSWER ALL QUESTIONS

- Estimated days to complete? _____, if awarded, when will you be able to start _____?
- Do you intend to sub contract any of the work? _____
If yes what work _____ identify sub-contractor name _____
- Are you an EPA certified lead firm? _____
- Are you a NYS certified Minority or Women Based enterprise? _____
- Are you a non-certified minority or women owned enterprise? _____ if Yes, would you like information on how to become a NYS certified MWBE? _____
- Are you a Section 3 business? _____ (see definition below)
- Do you plan or have hired new Section 3 employees in the last 3 months? _____ if yes , how many _____

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to registered and non-registered business concerns which provide economic opportunities to low- and very low-income persons. You or your employees are section 3 residents if you live in subsidized housing or if your annual income is at or below the 80% Medium income limit- \$42,500 for 1 person. For information on becoming a NYS Registered Section 3 employer visit <https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome>

SCHEDULE "A"

For Informational Purposes Only

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY PERSONS OF COLOR OR WOMEN

As part of the SCLBC's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in SCLBC contracts, we request that you answer the questions listed below.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North American; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a.) at least 51% owned by one or more persons of color or women; (b.) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c.) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d.) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to Article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?
 No
 Yes (as a business owned and controlled by persons of color)
 Yes (as a business owned and controlled by women)
2. If you are a business owned and controlled by persons of color, please specify, the minority classifications which apply: _____
3. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?
 No Yes (as a MBE) Yes (as a WBE)
4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: _____
5. Are you certified with the Federal Government as a small disadvantaged business concern?
 No Yes

Name of Firm/Business Enterprise: _____

Address: _____

Name/Title of Person completing MBE/WBE Questionnaire: _____

Signature: _____

SCHEDULE "B"
REQUIRED DISCLOSURE OF RELATIONSHIPS TO SCLBC

(Prior to execution of a contract by the SCLBC, the selected firm(s) must complete, sign and return this form to the SCLBC)

Name of Firm: _____

A. Related Employees:

1. Are any of the employees that you will use to carry out this contract with the SCLBC also an officer or employee of the SCLBC, or the spouse, or the child or dependent of such SCLBC officer or employee?

Yes No

If yes, please provide details:

B. Related Owners:

1. If you are the owner of the firm, are you or your spouse, an officer or employee of the SCLBC?

Yes No

If yes, please provide details:

To answer the following question, the following definition of the word "interest" shall be used:

Interest means a direct or indirect pecuniary or material benefit accruing to a SCLBC officer or employee, his or her spouse, child or dependent, whether as the result of a contract with the SCLBC or otherwise. For the purpose of this chapter, a SCLBC officer or employee shall be deemed to have an "interest" in the contract of:

- i. His/her spouse, children and dependents, except a contract of employment with the SCLBC;
- ii. A firm, partnership or association of which such officer or employee is a member or employee;
- iii. A corporation of which such officer or employee is an officer, director or employee; and
- iv. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

2. Do any officers or employees of the NCLB have an interest in the firm or in any proposer that will be used for this contract?

Yes No

If yes, please provide details:

Authorized Company Official shall sign below and type or print information below the signature line:

Name: _____

Title: _____

Date: _____

ATTACHMENT A - Construction Contract

This Contract (the "Contract") is made as of this ____ day of _____, 20____ by and between the **Sullivan County Land Bank Corporation**, a New York not-for-profit corporation having an office for the transaction of business at c/o Division of Planning, 100 North Street, Monticello, NY 12701 (the "Land Bank") and _____ (the "Contractor").

RECITALS

WHEREAS, the Land Bank is the owner of certain parcel(s) of real property situated in the County of Sullivan, State of New York as set forth in the bid documents, which are incorporated herein (individually a "Property" or collectively "Properties"); and

WHEREAS, the Land Bank desires to engage the Contractor to provide certain services, as described in the Specifications; and

WHEREAS, the Contractor has agreed to provide such services in accordance with the terms and conditions of this Contract.

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

1. Scope of Work.

The Contractor hereby agrees to perform and complete the work set forth in the Specifications, which are incorporated herein, with respect to each Property and to comply with and/or perform all other requirements, duties, and obligations imposed on the Contractor under this Contract (collectively, the "Work"). All work shall be carried out in compliance with all applicable laws, regulations, rules and codes. The Contractor shall commence the Work within five (5) days following the execution of this Contract by both parties, unless a different time period is established in the Specifications. The Contractor shall provide the Land Bank with at least twenty-four (24) hours' notice prior to commencing the Work at each Property.

2. Time for Completion.

The Contractor shall complete all Work expeditiously, time being of the essence, and within any time frame stated in the Specifications. The Contractor will at all times exert its best efforts to complete the Work at the earliest possible time.

3. Payment.

(a) The Land Bank shall pay the Contractor the bid price amount for all Work and all of the Contractor's duties and obligations of every kind whatsoever under this Contract throughout the term of the project for Work completed, itemized and invoiced monthly. Payment will be made after approval by the Land Bank or its agents that all invoiced Work has been completed by the Contractor.

(b) No payment shall be made for any Work that is partially completed on a Property or Properties. If the Contractor fails or neglects to properly and timely complete the Work at any Property or Properties, the Land Bank, without prejudice to other remedies, shall have the right, upon three (3) days written notice to the Contractor, to hire a contractor to secure the site and/or, correct deficiencies in the Work at the Contractor's sole cost and expense. In the event of an emergency, the Land Bank may hire a replacement contractor without notice to the Contractor. The Land Bank may deduct the reasonable costs of the replacement contractor's work, together with the Land Bank's expenses made necessary by the Contractor's neglect or failure, from any payments then or thereafter

due to the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Land Bank. If all such amounts are not promptly paid by the Contractor, the Land Bank may avail itself of all legal and equitable remedies to recover such amounts from the Contractor, including applicable interest. If the Land Bank substantially prevails in an action or proceeding to recover such amounts, the Contractor shall pay the Land Bank's reasonable attorney's fees and costs.

(c) The Contractor shall perform all Work as required under this Contract without additional compensation, notwithstanding whatever obstacles or conditions, foreseeable or unforeseeable, may arise or be encountered, subject to approved changes to the Contract Price in accordance with Section 4.

4. Changes to the Work and the Contract Price. Changes in the Work planned and specified in this Contract and changes to the per Property price or the Maximum Payment shall be made only by written agreement or change order signed by both parties. If the Contractor encounters an unanticipated condition or obstacle which will increase the cost of completing the Work, such as the existence of a Hazardous Substance (as such term is defined herein), the Contractor may request an increase in the per Property price and the Maximum Payment. Any claim by the Contractor for an increase in the per Property price and the Maximum Payment shall require written notice delivered by the Contractor to the Land Bank stating the reason for the addition cost and providing a detailed budget for such increase. The Land Bank has the sole and exclusive authority to approve any changes in the scope and nature of the Work and any increases in the per Property price and the Maximum Payment.

5. Term. The Term of this Contract shall commence on the date first set forth above and shall end after all Work is completed and approved by the Land Bank, unless sooner terminated as provided for herein.

6. Land Bank's Right to Stop Work. If the Contractor fails to correct Work that does not meet the requirements of the Contract or fails to carry out Work in accordance with the Contract, the Land Bank may stop the Work, or any portion thereof, until the cause for such stoppage has been eliminated or remedied by the Contractor. The right of the Land Bank to stop the Work shall not require the Land Bank to exercise this right for the benefit of the Contractor or any other person or entity.

7. Termination for Cause. This Contract may be terminated by either party for cause if the other party is in material breach of its obligations under this Contract and such breach continues un-remedied for more than seven (7) days after the defaulting party receives written notice stating the specific item or items of material breach under this Contract from the other party. In addition, and without limiting the foregoing, the Land Bank may terminate this Contract for cause if the Contractor fails to supply enough properly skilled workers with proper materials; fails to make required payment to vendors or subcontractors for materials or labor; or disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority. In the event the Land Bank terminates this Contract for cause, the Contractor shall not be entitled to the payment of the Contract Price or any other compensation; the Contractor shall be excluded from the Land Bank's Properties; and the Land Bank may hire a replacement contractor to secure the Property, correct deficiencies in the Work and/or complete the Work at the Contractor's sole cost and expense, and the Land Bank shall have all other remedies as set forth in paragraph 3(b) above and all other legal and equitable remedies. The Land Bank may bar the Contractor from future work for the Land Bank.

8. Claims by the Contractor. If the Contractor has or believes it may have any claim against the Land Bank, whether for payment or any other reason, the Contractor is required to file a notice of claim with the Land Bank within thirty (30) days after the occurrence of the event giving rise to the claim. The notice of claim shall set forth the date and facts giving rise to the claim and the dollar amount of the claim. The notice of claim must be filed with the Land Bank at the address set forth above, either personally or by certified mail, or at such other address provided by the Land Bank in writing to the Contractor. The timely filing of a proper notice of claim shall be a condition precedent to the commencement of litigation by the Contractor against the Land Bank. The failure by the Contractor to timely file a proper notice of claim shall be a complete bar against any such litigation or liability of the Land Bank.

9. Labor, Materials, and Equipment.

The Contractor shall provide and pay for all labor, materials, and equipment necessary to complete the Work in accordance with this Contract and all applicable laws and regulations.

10. Quality of Work/Warranty.

The Contractor warrants to the Land Bank that (i) all materials to be supplied by the Contractor shall be new, of good quality and free of substances prohibited by law, unless otherwise expressly stated in writing by the Land Bank; and (ii) the Work shall be performed in a good, proper and workmanlike manner and in accordance with all applicable manufacturer's guidelines and instructions, applicable laws, rules and regulations, and applicable industry standards. Contractor further warrants to the Land Bank that, for a period of one (1) year after acceptance of the Work by the Land Bank, the Contractor shall promptly and without cost to the Land Bank reconstruct, replace, repair and correct any defect or deficiency in the workmanship or in the materials supplied. Contractor agrees that if a longer warranty period for materials and/or labor is established in the Specifications, then such longer warranty period(s) shall apply. This Contractor's full and unlimited warranty applies to all workmanship and materials, whether provided or supplied by Contractor, subcontractor or others. This paragraph shall survive termination or expiration of this Contract.

11. Securing and Maintaining the Property.

The Contractor is solely responsible for making sure that the Property and its equipment, tools, and materials in or on the Property are secured continuously until all Work is completed.

12. Safety.

(a) The Contractor agrees to comply with all applicable federal, state and local laws, rules, codes and regulations, including but not limited to applicable rules and regulations of the Occupational Safety and Health Act of 1970 (OSHA), as amended and/or any other state or federal agencies in the performance of any work under this Contract. The Contractor further agrees to comply with all safety provisions contained in statutes, rules, codes and regulations of the State of New York. The Contractor also agrees to comply with any additional safety and health measures as are determined to be reasonably necessary by the Land Bank. The Contractor shall take proper dust abatement measures.

(b) Without limiting the foregoing, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions required or appropriate in connection with the performance of the Contract. The Contractor shall take all reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to, (i) all employees and other persons who may be affected by the Work; (ii) the Work and the materials and equipment to be incorporated therein; and (iii) real property and personal property at the site or adjacent thereto, including but not limited to structures, roadways, sidewalks, pavements, utilities, trees, shrubs and lawns. The Contractor shall take all reasonable precautions to protect and prevent injury or damage to pedestrians and motor vehicles and their occupants, including traffic control.

13. Property Damage or Loss.

The Contractor shall promptly remedy damage or loss to the extent such damage or loss arises, in whole or in part, directly or indirectly, from the act or omission of the Contractor, a subcontractor or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable. The Contractor shall promptly notify the Land Bank of any such damage or loss.

14. Assumption of Risks.

The Contractor acknowledges that it has completed a thorough inspection of each property prior to commencing Work. The Contractor expressly assumes the risk of delays, obstacles, conditions (whether foreseeable or unforeseeable), and unanticipated costs and damages, associated with completing the Work in accordance with the terms and conditions of this Contract, subject to extensions of time for excusable delays, as determined by the Land Bank, and approved increases of the Contract Price. The Contractor expressly waives any and all damages for delay. The Contractor expressly and voluntarily assumes the risk of any and all environmental, dangerous, or hazardous conditions, including Hazardous Substances (as such term is defined below) or conditions caused by Hazardous Substances, encountered while performing the Work or arising out of the disposal, sale, donation, transportation, recycling, repurposing, or re-use of the materials removed from the Property. "Hazardous Substance" means, without limitation, any flammables, explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum-based products or by-products, methane, hazardous materials, medical waste, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq), Articles 15 and 27 of the New York Environmental Conservation Law, and the regulations promulgated thereunder or any other federal, state or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

15. Release and Waiver.

The Contractor does hereby release and forever discharge and hold harmless the Land Bank and its officers, members, directors, agents, independent contractors, and employees, and their successors and assigns, from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Contractor's entry on, in, or upon the Property; the performance of the Work by the Contractor, all subcontractors and their employees, contractors and agents, the removal, disposal, sale, donation, transportation, recycling, repurposing, or re-use of any materials removed from the Property; or any future use by a third party of any materials removed from the Property (collectively, the "Activities"). The Contractor understands and acknowledges that this release and waiver discharges the Land Bank and its officers, members, agents, directors, independent contractors, and employees (collectively the "Releasees") from any liability of and claim against any and all Releasees with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Activities, whether caused by the negligence of the Releasee(s) or otherwise.

16. Disposal of Hazardous Substances.

If the Contractor handles Hazardous Substances, all Hazardous Substances shall be properly handled, transported, recycled or disposed of in accordance with applicable laws and regulations. Any air conditioners, refrigerators, or items that may contain refrigerants, and any items or materials containing mercury and/or any other harmful chemical shall be disposed of in accordance with

applicable best practices and shall be handled and disposed of in accordance with applicable laws and regulations.

17. Permits and Licenses.

The Contractor shall obtain, at its sole cost and expense, all permits, authorizations, approvals, and licenses necessary for the planning, performance, and completion of the Work in accordance with the requirements of the respective municipal agencies and other authorities having jurisdiction.

18. Compliance with Laws.

The Contractor shall comply with all federal, state, county, town, village and other applicable laws, ordinances, rules, and regulations, (together, "regulations") and all orders and rules of any duly constituted authorities affecting the Property or bearing on the performance of the Work. Such compliance shall include, but is not limited to, compliance with regulations regarding lead-based paint, asbestos containing material and other environmental and health risks.

19. Stormwater Management and Erosion Control.

If applicable, the Contractor shall comply with the New York State Department of Environmental Conservation stormwater management and erosion control regulations and best management practices.

20. Insurance.

The Contractor shall provide for itself and maintain at its own cost and expense until the completion of the Work the following forms of insurance issued by an insurance company licensed to do business in the State of New York:

(a) Commercial General Liability ("CGL") 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. If CGL coverage contains a General Aggregate Limit, such General Aggregate Limit shall apply separately to each Property. The Contractor's insurance shall include contractual liability coverage and completed operations coverage. CGL coverage shall be written on an "occurrence" basis with coverage as broad as the Insurance Service Office form and no policy provisions may restrict, reduce, limit or otherwise impair contractual liability coverage or the Land Bank's status as additional insured.

(b) Comprehensive Automobile Liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per accident.

(c) Workers' Compensation and Employers' Liability in form and amounts required by law. The Land Bank shall be named as an additional insured on the policies required by subparagraphs (a), (b) and (c) above on a primary and non-contributory basis. The Contractor shall furnish certificates of insurance to the Land Bank and corresponding policy endorsement setting forth the required coverage hereunder prior to entering the Property or commencing any Work, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation or suspension to the Land Bank. The Contractor and his insurer shall waive all rights of subrogation against the Land Bank and all other additional insureds and Indemnified Parties, except with respect to Workers' Compensation insurance.

(d) Subcontractors are required to have an unmodified Commercial General Liability policy without limitation with respect to Employers Liability and injury to independent contractors. The Contractor shall have the affirmative duty to ensure that all subcontractors hired carry insurance with the same limits and provisions provided herein. The Contractor 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 Contractor entering the Property or commencing any Work.

(e) Environmental Pollution Liability Insurance coverage with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence, if the Work involves environmental remediation of any kind.

21. Indemnification by the Contractor.

To the fullest extent permitted by applicable law, the Contractor shall indemnify, defend, and hold harmless the Land Bank, Collier Construction, LLC, and Keystone Environmental Service and their 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, fines, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage (collectively, "Damages") arising, directly or indirectly, from (i) any breach of this Contract by the Contractor, its subcontractors, or their officers, directors, members, servants, agents, representatives, or employees; (ii) any act or omission of the Contractor, its subcontractors, or their officers, directors, members, servants, agents, representatives, or employees; or (iii) the violation or alleged violation of any law, regulation, ordinance or rule by the Contractor, its subcontractors, or their officers, directors, members, servants, agents, representatives or employees. This paragraph shall survive the termination or expiration of this Contract.

22. Independent Contractor Status.

In performing the Work, the Contractor is acting as an independent contractor. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent, of employer and employee, or of partnership or of joint venture between the parties hereto.

23. Subcontractual Relations.

The Contractor shall not contract with a proposed person or entity against whom the Land Bank has made reasonable and timely objection. By written agreement, the Contractor shall require each subcontractor to assume toward the Contractor all of the obligations and responsibilities, including responsibility for safety of the subcontractor's work, which the Contractor, by this Contract, assumes toward the Land Bank. Each subcontract agreement shall preserve and protect the rights of the Land Bank with respect to the Work to be performed by the subcontractor.

24. Assignment.

Neither the Contractor nor the Land Bank may assign this Contract without the prior written consent of the other party. This Contract shall be binding upon the parties and their respective successors and permitted assigns.

25. Miscellaneous Provisions.

(a) This Contract shall be interpreted and enforced in accordance with the laws of the State of New York.

(b) Paragraph headings are inserted for the convenience of the parties and may not be used as a means of interpreting this Contract.

(c) All notices under this Contract shall be in writing and shall be served by personal service, or by certified or registered mail, return receipt requested. Notices by mail shall be addressed to each party at the address set forth in this Contract. Any party may notify the other parties of a different address to which notices shall be sent.

(d) There are and were no verbal or written representations, agreements, or promises pertaining to the subject matter of this Contract not incorporated in writing in this Contract. This Contract supersedes all other agreements, if any, among the parties relating to the subject matter of this Contract.

(e) No modification, amendment, addition to, or termination of this Contract, except in accordance with the specific terms contained herein, shall be valid or enforceable unless in writing and signed by all the parties hereto.

(f) This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(g) Any action or proceeding relating to this Contract will be brought in the Supreme Court of the State of New York in the County of Sullivan. The parties consent to the jurisdiction of such court and agree that such court is a convenient forum.

(h) If any action, suit or other proceeding is instituted to remedy, prevent or obtain relief from a default in the performance by a party of its obligations under this Contract, the prevailing party shall be entitled to recover all of such party's attorneys' fees incurred in each and every such action, suit, arbitration or other proceeding, including any and all appeals therefrom.

(i) The waiver by any party hereof of any breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach.

(j) If any one or more of the provisions of this Contract shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Contract shall not be affected thereby.

26. Public Authority Provisions

(a) This contract may be cancelled or terminated by the Land Bank without penalty or damages of any kind upon (1) refusal by an owner, shareholder, member, manager director or officer of the party providing the goods or services hereunder, 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. 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.

(b) 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](#).

(c) All purchase contracts for supplies, material or equipment involving an estimated expenditure in excess of fifty thousand dollars shall require with respect to materials, supplies and equipment made of, fabricated from, or containing steel components, that such steel components be produced or made in whole or substantial part in the United States, its territories or possessions. The provisions of this paragraph shall not apply to motor vehicles and automobile equipment assembled in Canada in conformity with the United States-Canadian trade agreements known as the "Automotive Products

Trade Act of 1965" or any amendments thereto. All contracts in excess of one hundred thousand dollars for the construction, reconstruction, alteration, repair, maintenance or improvement of public works shall require that all structural steel, reinforcing steel or other major steel items to be incorporated in the work of the contract shall be produced or made in whole or substantial part in the United States, its territories or possessions. The provisions of this section shall not apply if the governing board or body of such public authority, in its discretion, determines that such provisions would result in unreasonable costs or that such steel products or steel components cannot be produced or made in the United States in sufficient and reasonably available quantities or of satisfactory quality or design.

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

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement with any other bidder 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 bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

27. Executive Law Provisions

For any contract in excess of \$25,000 for services rendered to the Land Bank, the Contractor shall comply with the requirements of state Executive Law §312. Without limiting the foregoing, the Contractor shall comply with the following provisions:

(a) 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(b) At the request of the Land Bank, the Contractor shall request each employment agency, labor union, or authorized representative of 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.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date and year first written above.

Sullivan County Land Bank Corporation

Contractor

By: _____
Chair

By: _____
Title: