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**ROOSEVELT ISLAND OPERATING CORPORATION**  
**STANDARD FORM CONTRACT FOR CONSTRUCTION**

DATE OF CONTRACT: **XXXXXX**

1. CONTRACT NO.: 20-36983
2. PROJECT NAME: Southpoint Open Space Park - Rip Rap Revetment Project
3. CONTRACTOR: **Entity Name**

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4. ROOSEVELT ISLAND OPERATING CORPORATION  
591 MAIN STREET  
ROOSEVELT ISLAND, NEW YORK 10044

ATTENTION: Juan Aviles  
Tel. 212-832-1411

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5. HEREBY REQUESTS YOU

**Entity Name**  
**Address 1**  
**Address 2**  
**Attn: Contact**  
**Tel. xxx.xxx.xxxx Fax xx.xxx.xxxx**  
**E-mail:**

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6. TO PROVIDE the Work described in Schedule B1 attached hereto and in the Drawings and Specifications and any other documents listed in Schedule B1, in accordance with Schedules A, A1, B2, and C, attached hereto. All of the attached Exhibits and Schedules and the Drawings, Specifications and other documents listed or otherwise referenced therein are hereby expressly made a part of this Contract as fully as if set forth at length herein. Schedule A contains standard provisions required by law to be incorporated into all agreements entered into by the State of New York public entities, and pertains to the extent applicable, to this Contract.

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7. YOU shall commence the Work on or before **xxx x, 20xx**, achieve Substantial Completion of the Work on or before **xxxx xx, 20xx** and achieve Final Completion of the Work no later than **xxxx** days after Substantial Completion. TIME IS OF THE ESSENCE. If the Contractor fails to achieve Substantial Completion and Final Completion of the Work on or before the dates set forth herein, which dates are subject to extension only as provided in Schedule A, Section 6, the Contractor shall be liable to RIOC for liquidated damages in the amount of **\$750.00** for each calendar day of delay in achieving Substantial Completion of the Work and **\$750.00** for each calendar day of delay in achieving Final Completion of the Work. The Contractor agrees that such liquidated damages are a reasonable estimate of the amount of the damages that would be suffered by RIOC upon such delay.

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8. YOUR COMPENSATION for the above Work shall not exceed **xxxxxxxxxxxxxxxxxxxxxx** dollars (**\$xxx,xxx,xx.00**) (hereinafter referred to as the "Contract Sum"), as further specified in Schedule B2

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attached hereto. The Contract Sum is either a fixed price, or a not-to-exceed price based on hourly rates and/or unit prices, as stated in Schedule B2. The Contract Sum shall include all costs necessary to perform the Work described in Schedule B1 of this Contract. All invoices shall be submitted in accordance with Schedule A1, attached hereto.

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9. YOU may refer any questions related to this Contract to RIOC Capital Planning and Projects Department, at 212-832-4540.

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10. Upon the submission of proper monthly invoices to the Vice President of Operations(or his/her designee) and the Finance Department, in conformity with Schedule A1 attached hereto, RIOC shall make monthly payments to the Contractor in accordance with Schedule B2 within 30 days. Acceptance of the final monthly payment by the Contractor shall release RIOC from any and all claims for payment for work performed pursuant to this Contract. This Contract shall be deemed executory only to the extent of money available to RIOC for the performance of the terms hereof and no liability on account thereof shall be incurred by RIOC beyond moneys available for the purpose thereof.

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11. YOU SHALL execute and return three copies of this Contract to RIOC. RIOC shall provide you with a copy of the fully executed Contract, which will constitute your authorization to proceed with the Work described herein.

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**AGREED TO AND ACCEPTED THIS DAY OF 201\_\_.**

**ENTITY NAME**

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

**ROOSEVELT ISLAND OPERATING CORPORATION**

\_\_\_\_\_  
By: Susan G. Rosenthal  
President/Chief Executive Officer

- Attachments:
- Schedule A: General Conditions
  - Schedule A1: Supplemental General Conditions
  - Schedule B1: Description of Work and Additional Terms
  - Schedule B2: Contract Sum Breakdown and Retainage
  - Schedule C: Definitions under Articles 15-A and 17-B Regulations

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## SCHEDULE A

### GENERAL CONDITIONS

#### SECTION 1- DEFINITIONS

Whenever used in this Contract:

1. The term "RIOC" means Roosevelt Island Operating Corporation.
2. The term "Vice President of Operations" means RIOC's Vice President of Operations.
3. The term "Architect/Engineer" means the Architect or Engineer (if any) engaged by RIOC or Contractor to design the Project and provide construction phase services in connection with the Project.
4. The term "Change Order" means a written order signed by RIOC as described in Section 3.
5. The term Contractor shall mean **Name of Company**.
6. The term "Contract" means and includes:
  - a. Standard Form Contract for Construction;
  - b. General Conditions - Schedule A;
  - c. Supplemental General Conditions – Schedule A1;
  - d. Description of Work and Additional Terms - Schedule B1;
  - e. Contract Sum Breakdown and Retainage - Schedule B2;
  - f. Definitions under Articles 15-A and 17-B Regulations - Schedule C.
7. The term "Contract Sum" means the fixed price or not-to-exceed price payable to the Contractor for the Work as provided in paragraph 8 of the Standard Form Contract for Construction and Schedule B2, subject to adjustment only by Change Order as provided in Section 3 hereof.
8. The term "Contract Time" means the time for completion of the Work as set forth in paragraph 7 of the Standard Form Contract for Construction, subject to extension only by Change Order as provided in Sections 3 and 7 hereof.
9. The term "Final Completion" means completion and/or correction of all items of the Work.
10. The term "Indemnitees" means the persons identified as such in Section 13 hereof.
11. The term "Substantial Completion" means completion to the point that the Work can be used and/or occupied for its intended purposes, as solely determined by RIOC, and all approvals required for such use and/or occupancy have been received.
12. The term "Work" means the work specified and the obligations imposed upon the Contractor under this Contract.

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13. The term “Extra Work” means additional work performed and/or additional material furnished beyond the original scope of the contract, and which is duly authorized and necessary for proper completion of the project, but not covered by an item in the contract, and for which, there is no means of payment, direct or indirect, provided in the contract. Such Extra Work is performed at duly negotiated prices in a Change Order.

## **SECTION 2 - CONFLICTING TERMS**

In the event of a conflict between the terms of the Contract (including any and all attachments hereto and amendments thereof) and the terms of this Schedule A, the specific terms of this Contract shall control.

## **SECTION 3 - CHANGE ORDERS**

Changes or Extra Work, beyond the Work specified under the Contract, or extensions of the Contract Time, may be authorized only by a written Change Order issued and signed by the President/Chief Executive Officer of RIOC or RIOC’s Vice President of Operations and co-signed by the Contractor. The written Change Order shall specify: (a) the change in the Work, (b) the amount of adjustment of the Contract Sum, if applicable, and/or (c) any extension of the Contract Time.

The Contractor acknowledges that it has had ample opportunity to visit and inspect the site where the Work is to be performed and to review the drawings, specifications and all other documentation comprising the Contract. No Change Order shall be issued with respect to existing conditions at the site of the Work, except as provided in the following paragraph of this Section 3.

If conditions are encountered at the site of the Work which are (a) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Schedule B1 and the Drawings and Specifications, or (b) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided in the Contract, then notice thereof by the Contractor shall be given to RIOC promptly before conditions are disturbed and in no event later than five (5) business days after first observance of the condition. Adjustments to the Contract Sum because of conditions discovered pursuant to this paragraph, shall be made in accordance with the procedures set forth in Schedule B2. Parties will cooperate regarding any extension required of the Contract Time. Any disputes shall be resolved by the arbitration provision set forth in Section 27 of this Schedule A.

## **SECTION 4 - ORDER TO PROCEED**

Delivery to the Contractor of a fully executed copy of this Contract shall constitute authorization to proceed with the Work, unless a different commencement date is otherwise provided. If otherwise provided, RIOC will issue an order to proceed in writing which will set forth the date upon which the Work is to commence. All orders to proceed are subject to the Contractor's compliance with the insurance requirements of Section 14 hereof.

## **SECTION 5 - PERFORMANCE**

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if

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requested by President/Chief Executive Officer of RIOC or his/her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Contractor shall supervise, direct and perform the Work, using the Contractor's best skill and attention. The Contractor shall be fully responsible for and have control over and charge of construction means, methods, techniques, sequences and procedures and safety precautions and programs in connection with the Work and for coordinating all portions of the Work. The Contractor shall be fully responsible for the safety of all persons engaged in the performance of the Work and the public as well as all property that may be affected by the Work.

The Contractor shall secure and pay for all permits necessary for proper execution and completion of the Work, except for a building permit.

The Contractor shall keep RIOC informed of the progress and quality of the Work. The Contractor shall attend progress meetings as required by RIOC.

The Contractor shall perform the Work in accordance with all applicable federal, state and local laws, ordinances, codes, rules, regulations, lawful orders and standards.

The Contractor shall keep the area in which it is performing the Work free from accumulation of waste materials or rubbish caused by the Contractor's operations. At the completion of the Work, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials and shall leave the Work site broom clean.

#### **SECTION 6 - PROGRESS AND COMPLETION**

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by President/Chief Executive Officer of RIOC or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

By executing the Contract, the Contractor confirms that the Contract Time is a reasonable period for performing the Work and includes normally anticipatable adverse weather. The Contractor shall proceed expeditiously with adequate work force and shall complete the Work within the Contract Time.

#### **SECTION 7 – DELAYS, EXTENSIONS OF TIME AND SUSPENSIONS**

If the Contractor's Work is delayed by an act of RIOC or of another contractor employed by RIOC or by changes ordered by RIOC in the Work, or by labor disputes, fires, or other causes beyond the Contractor's control, or by delay authorized by RIOC, then the Contract Time shall be extended by Change Order for such reasonable time as RIOC may determine. The Contractor shall not be entitled to any extension of the Contract Time unless claim therefor is presented to RIOC as provided in Section 27.

Extension of the Contract Time as provided in this Section 7 shall be the Contractor's sole and exclusive remedy and compensation for delays, disruptions and hindrances of any kind. The Contractor agrees that it will make no claim against RIOC for increased compensation (other than extension of the Contract Time) or damages on account of any delay, disruption or hindrance due to any cause.

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The President/Chief Executive Officer of RIOC, or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into questions the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the President/Chief Executive Officer of RIOC, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

### **SECTION 8 - COMPTROLLER'S APPROVAL**

In accordance with Section 2879-a of the Public Authorities Law, if this contract exceeds \$1,000,000, and is not competitively bid, it may be subject to the Comptroller's approval.

### **SECTION 9 - TERMINATION**

RIOC may terminate the Contract prospectively upon five (5) business days' written notice, for convenience or for any other reason whatsoever. In the event that the Contract is terminated, for default or cause, prior to any such termination RIOC shall give the Contractor written notice of the breach and five (5) business days to cure the breach (a "Cure Period"). Notwithstanding the foregoing, if RIOC in its sole discretion determines that a Cure Period would be futile, RIOC may terminate for default or cause without granting a Cure Period. However, if RIOC grants a Cure Period it is solely within RIOC's discretion to determine whether the breach has been cured. Additionally, RIOC may, upon determining that the Contractor's performance hereunder will endanger the public health or safety, terminate the Contract immediately. Upon termination for any reason, Contractor shall deliver all Records as defined in Sections 15 and 16 of this Schedule A within five (5) business days of termination.

Moreover, RIOC reserves the right to terminate this Contract in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, RIOC shall be entitled to exercise its right of termination by providing written notice to the Contractor in accordance with the terms of the Contract.

In addition, upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate RIOC officials or staff, the Contract may be terminated by President/Chief Executive Officer of RIOC, or his or her designee, at the Contractor's expense where the Contractor is determined to the President/Chief Executive Officer of RIOC, or his or her designee, to be non-responsible. In such event, the President/Chief Executive Officer of RIOC, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, RIOC may terminate the agreement by providing written notification to the Contractor in accordance with the terms hereof.

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## **SECTION 10 - PAYMENTS**

Payments will be made only upon the receipt by the Vice President of Operations (or his/her designee) and the Finance Department, of a proper invoice submitted by the Contractor and that has been approved by the Vice President of Operations (or his/her designee), in accordance with Schedule A1 and Schedule B2. The receipt of final payment electronically or the deposit of final payment by paper check by the Contractor shall constitute a waiver of any claims for payment for services rendered arising from this Contract by the Contractor against RIOC.

Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by RIOC's President, in his or her sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary RIOC procedures and practices. The Contractor shall comply with RIOC's procedures to authorize electronic payments. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with RIOC's electronic payment procedures, except where the RIOC President has expressly authorized payment by paper check as set forth above.

All payments for Work will be subject to the inspection, determination, and approval of Work by the Vice President of Operations (or his/her designee). RIOC may withhold payment, in whole or in part, to the extent reasonably necessary to protect RIOC from loss for which the Contractor is responsible, including loss because of: defective Work not remedied; third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to RIOC is provided by the Contractor; failure of the Contractor to make payments properly to subcontractors for labor, materials or equipment; reasonable evidence that the Work cannot be completed for the Contract Sum; damage to RIOC or another contractor; reasonable evidence that the Work cannot be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or failure to carry out the Work in accordance with the Contract.

## **SECTION 11 - SET-OFF RIGHTS**

RIOC shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, RIOC's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract, or any other contract with RIOC up to any amounts due and owing to RIOC with regard to this contract, any other contract with RIOC, plus any amounts due and owing to RIOC for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties.

## **SECTION 12 - EXECUTORY CLAUSE**

In accordance with Section 41 of the State Finance Law, RIOC shall have no liability under this Contract to the Contractor or to anyone else beyond funds appropriated and available for this Contract.

## **SECTION 13 - INDEMNIFICATION**

To the fullest extent permitted by law, and in addition to any liability or obligation of the Contractor to RIOC that may exist under the Contract or by statute or otherwise, the Contractor hereby agrees to hold harmless, indemnify and defend RIOC, the New York State Urban Development Corporation d/b/a Empire State Development, the Division of Housing and Community Renewal, the State of New York,

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the City of New York, and any others listed in Schedule B1 and in each and every case, their directors, officers, employees, agents, consultants or contractors (hereinafter, collectively referred to as "Indemnitees"), from and against any damages, costs, claims or liabilities which Indemnitees may sustain as a result of any and all liabilities, losses, damages, interests, judgments, liens, costs and expenses (including without limitation, reasonable counsel fees and disbursements) claims, demands, suits, actions, or proceedings which may be made or brought against Indemnitees in any way arising out of or relating to the Contract or the Work, including without limitation, the negligent acts or omissions, willful misconduct or unauthorized acts of the Contractor in the performance of the Work hereunder or of any subcontractor or other entity hired, obtained, or employed by the Contractor to provide Work in connection with the Contract. However, the Contractor shall not be obligated to hold harmless, indemnify and defend an Indemnitee to the extent of the Indemnitee's comparative negligence or willful misconduct. As a condition of the foregoing obligation, RIOC shall give the Contractor prompt notice of any claim for which indemnification is sought and shall cooperate with the Contractor in connection therewith. The Contractor shall have the right to control the defense or settlement of such claim, in its discretion, with counsel of its own choosing.

Indemnitees' directors, officers, and employees shall not be personally or individually liable to Contractor, and shall be held harmless, for any actions, losses, damages, claims, liabilities, costs or expenses (including without limitation, reasonable counsel fees and disbursements) in any way arising out of or relating to the Contract or the Work performed pursuant to it.

The Contractor agrees that this Section 13 of the General Conditions shall survive the expiration or termination of the Contract and is so noted in the insurance.

#### **SECTION 14 - INSURANCE**

The Contractor shall insure and carry the following insurance, shall require each of its subcontractors to carry the following insurance, and agrees that the following insurance shall survive the expiration or termination of the Contract:

Commercial General Liability Insurance providing both bodily injury including death and property damage insurance in a limit of not less than two million dollars (\$2,000,000.00) combined single limit basis. Such insurance is to be written on an occurrence basis and shall name each of the Indemnitees as an additional insured.

Automobile Liability and Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) combined single limit for both bodily injury and property damage;

Professional Liability Insurance is required if the Contractor is providing any type of design work in a limit of not less than two million dollars (\$2,000,000.00) and with tail coverage for two (2) years.

The Contractor shall provide Worker's Compensation Insurance and Employer's General Liability Insurance as required under the Worker's Compensation Law.

Certificates of Insurance for all aforementioned coverages shall be provided to RIOC prior to the commencement of Work under the Contract and bear notations evidencing a minimum of 10 day cancellation notice to RIOC. The Contractor's Commercial General Liability Insurance policy shall name RIOC, the New York State Urban Development Corporation d/b/a Empire State Development, the

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Division of Housing and Community Renewal, the State of New York, the City of New York and any others listed in Schedule B1 as additional insureds.

## **SECTION 15 - RECORDS AND ACCOUNTS**

Contractor shall maintain accurate books, records, documents, accounts, maintenance manuals, warranties, blueprints, photographs, other materials and all evidence of the Work (hereinafter, collectively, "Records"). Contractor shall also maintain and provide accurate Records that provide an accounting of the specific Work performed in such form as to demonstrate the actual Work completed to perform this Contract; and shall furnish or make available such Records or other information as may be required to substantiate any report or invoice submitted to the Vice President of Operations (or his/her designee) assigned to the contract, for payment, and will also provide a copy of each invoice to the Finance Department.

Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as RIOC, shall have access to the Records during normal business hours at an office available, at a mutually agreeable and reasonable venue within the State of New York, for the term specified above for the purposes of inspection, auditing and copying. RIOC shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law ("Freedom of Information Law or FOIL") provided that: (i) the Contractor shall timely inform an appropriate RIOC official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under FOIL is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, RIOC's right to discovery in any pending or future litigation.

**As-Builts:** Within five (5) business days of completion of Work, Contractor shall provide RIOC with the original design drawings which reflect any changes made to RIOC property pursuant to this Contract ("As-Built Drawings"). Such As-Built Drawings shall be e-mailed to RIOC's Vice President of Operations at [Shelton.Haynes@rioc.ny.gov](mailto:Shelton.Haynes@rioc.ny.gov) (or his/her designee).

## **SECTION 16 - OWNERSHIP OF MATERIALS**

The Contractor shall provide all labor, materials and equipment necessary to perform and complete all Work. All machinery and/or replacement parts installed by the Contractor in the performance of Work pursuant to this Contract shall become and remain the exclusive property of RIOC.

Upon completion of the Work or upon termination of this Contract, all Records, products and materials, including software, collected and prepared pursuant to this Contract shall become the exclusive property of RIOC, shall be delivered to RIOC (preliminary, final or otherwise), within five (5) business days of termination and any and all rights of the Contractor to such materials shall immediately be extinguished. RIOC shall have the sole and exclusive right to utilize such materials in any way it chooses.

The Contractor agrees that it shall not use, publish, transfer or license any Work, without the prior written approval of the President/Chief Executive Officer of RIOC. The Contractor shall not use any material in any way which discloses the identity of RIOC without prior written approval from the President/Chief Executive Officer of RIOC.

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## **SECTION 17 – ASSIGNMENT AND SUBCONTRACTING**

The Contractor shall not assign, transfer, subcontract or otherwise dispose of its rights, privileges or responsibilities under the terms of this Contract, without RIOC's prior written consent, which shall be in RIOC's sole discretion. In the event there is no prior written consent from RIOC, such assignment, transfer, subcontract or other disposition shall be void.

## **SECTION 18 - CONFLICTS OF INTEREST**

The Contractor represents that:

1. No officer, employee, agent or director of RIOC, shall participate in any decision relating to this Contract which affects his personal interest or the interests of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any officer, agent, director or employee of RIOC have any interest, direct or indirect, in this Contract.
2. The Contractor shall cause, for the benefit of RIOC, every contract with any subcontractor to include the representations contained in subsection (a) of this Section. The Contractor will take such action in enforcing such provisions as RIOC may direct, or, at its option, assign such rights as it may have to RIOC for enforcement by RIOC.

## **SECTION 19 - NON-COLLUSIVE BIDDING CERTIFICATION**

If this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to RIOC a non-collusive bidding certification on Contractor's behalf.

## **SECTION 20 - AFFIRMATIVE ACTION AND NON-DISCRIMINATION AND NEW YORK STATE BUSINESS ENTERPRISES REQUIREMENTS**

### **1. Minority and Women-Owned Enterprises (MWBES)**

Pursuant to New York State Executive Law Article 15-A, RIOC recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises and the employment of minority group members and women in the performance of RIOC contracts. The Contractor agrees to be bound by the provisions of Article 15-A and the M/WBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of the terms or provisions of this Contract conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

It is the policy of RIOC to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, military status, disability, predisposing genetic characteristic, marital status or domestic violence victim status, prior criminal conviction and prior arrest, and to take affirmative action in working with contracting parties to ensure that qualified State certified Minority Business Enterprises, and qualified State certified Women-owned Business Enterprises (MBEs/WBEs), Minority Group Members and women share in the economic opportunities generated by RIOC's

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participation in projects or initiatives, and/or the use of RIOC funds (from any source, including the United States of America).

RIOC is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("M/WBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction. The Contractor shall inform RIOC in writing of the individual designated as the Minority Business Enterprise Liaison responsible for administering the M/WBE and EEO programs.

For the purposes of this Contract, RIOC hereby establishes an overall goal of **9%** for M/WBE participation, for New York State-certified minority-owned business enterprise ("MBE") participation and for New York State-certified women-owned business enterprise ("WBE") participation (collectively "M/WBE Contract Goals") based on the current availability of MBEs and WBEs.

The Contractor agrees to use good faith efforts (5 NYCRR Part 142.8) to achieve utilization of MBEs and WBEs equal to 30% of the total value of the Work under the Contract.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
One Commerce Plaza  
Albany, NY 12245  
Phone: (518) 474-7756 Fax: (518) 486-6416  
<https://ny.newnycontracts.com>

The directory of minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Minority and Women's Business Development Division  
Phone: (855) 373-4692  
[mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)

Copies of the directory are also available for inspection at RIOC's main office. A current listing of certified M/WBEs may also be obtained online at <https://ny.newnycontracts.com>.

The directory and any listing of certified M/WBEs should not be construed as an endorsement or recommendation of any particular firm and is for use only as a resource that lists the names of businesses that qualify as M/WBE's under the definition set forth in Schedule C.

In order to maximize participation of Certified M/WBE's as subcontractors and suppliers with respect to this Contract, the Contractor is required to make the following efforts:

- a. attend meetings scheduled by RIOC where bidders will be advised of general contract requirements and M/WBE program;
- b. advertise, where appropriate, in general circulation media, trade association publications and

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- small business media;
- c. notify small, minority and women contractor associations by written solicitation of specific subcontracts;
- d. send written notification to Certified M/WBEs that their interest in the Work is solicited;
- e. actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations;
- f. ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs;
- g. where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation;
- h. document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals; and
- i. ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and, where appropriate, that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

The Contractor shall include a proposed list of subcontractors and suppliers to demonstrate that the goals of this section for participation of M/WBEs will be achieved on the form entitled "Vendor/Contractor's Utilization Form". RIOC will review the submitted utilization plan and advise the Contractor of RIOC's acceptance or issue a notice of deficiency within 30 days of receipt. If a notice of deficiency is issued, the Contractor agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to RIOC a written remedy in response to the notice of deficiency. If the written remedy that is submitted is found by RIOC to be inadequate despite good faith efforts having been made by the Contractor, RIOC shall notify the Contractor and may direct the Contractor to submit, within five (5) business days, a request for a partial or total waiver of M/WBE participation goals. Without limiting any other provisions contained in the Contract Documents, RIOC may disqualify a contractor as being non-responsive under the following circumstances:

- a. a contractor fails to timely submit a Vendor/Contractor's Utilization Form;
- b. a contractor fails to timely submit a written remedy to a notice of deficiency;
- c. a contractor fails to timely request a waiver; or
- d. RIOC determines that the contractor has failed to document good faith efforts. Such documents shall include, but not necessarily be limited to:
  - i. Evidence of outreach to M/WBEs;
  - ii. Any responses by M/WBEs to the Contractor's outreach;
  - iii. Copies of advertisements for participation by M/WBEs in appropriate general circulation, trade, and minority or women-oriented publications;
  - iv. The dates of attendance at a pre-bid, pre-award, or other meetings, if any, schedules by RIOC with M/WBEs; and
  - v. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for M/WBE participation.

The Contractor shall use good faith efforts to utilize any MBE or WBE identified on the Vendor/Contractor's Utilization Form during the performance of the Contract. Requests for a partial

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or total waiver of established goal requirements made subsequent to the award of the Contract may be made at any time during the term of the Contract to RIOC in writing, but must be made no later than prior to the submission of a request for final payment on the Contract. For guidance on how RIOC will determine a Contractor's "good faith efforts", refer to N.Y. Comp. Codes R. & Regs. Tit. 5, Ch. 1, Pt. 142.8. Joint ventures with Minority and Women-Owned Business Enterprises will be considered toward meeting the goals.

Commencing not more than 30 days after (i) execution of the Contract, or (ii) start of the work, the Contractor shall submit to the RIOC a Contractor's Quarterly or Monthly M/WBE Contractor Compliance & Payment Report of the workforce actually utilized on the project, itemized by ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by RIOC. Pursuant to Executive Order #162, the Contractor shall also submit a Workforce Utilization Report, and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such form as shall be required by RIOC on MONTHLY or QUARTERLY basis during the term of the Contract. Separate forms shall be completed by the Contractor and any Subcontractors. Contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the Contract. Completed forms should be emailed to [Muneshwar.Jagdharry@rioc.ny.gov](mailto:Muneshwar.Jagdharry@rioc.ny.gov).

Accuracy of the information contained in the reporting documentation (Vendor/Contractor Workforce Utilization Report and Contractor's Quarterly M/WBE Contractor Compliance & Payment Report) shall be certified to by an owner or officer of the Contractor.

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 will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract.

In the event RIOC determines a Contractor to be non-compliant with Article 15-A M/WBE requirements, RIOC will notify said Contractor in writing of the delinquency. The written notice will provide a specified time within which the Contractor may cure any delinquency, as outlined in section 142.12 of Title 5 of the New York Codes, Rules and Regulations. In addition, the notice may propose an action to correct the problem and also provide the contractor an opportunity to propose a suitable, alternative corrective action. In the event that the parties are unable to resolve the dispute, RIOC may refer the matter to the Division of Minority and Women's Business Development for resolution in accordance with section 142.12 of Title 5 of the New York Codes, Rules and

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## Regulations.

RIOC and the Contractor recognize the necessity of correcting the effects of discrimination in public procurement and that the socio-economic benefits and enforcement of the non-discrimination provisions set forth herein are significant but will include items of loss whose amounts will be incapable or very difficult of accurate estimation. As such, in accordance with 5 NYCRR §142.13, the Contractor acknowledges that if it is found by RIOC to have willfully and intentionally failed to use good faith efforts (as defined in N.Y. Comp. Codes R. & Regs. Tit. 5, Ch. 1, Pt. 142.8) in order to comply with the M/WBE participation goals set forth in the Contract, such finding constitutes a material breach of contract and RIOC may withhold payment from the Contractor not as a penalty, but as liquidated damages. Such liquidated damages shall be calculated as ten percent (10%) of the difference between (1) all sums identified for payment to M/WBEs had the Contractor achieved the contractual M/WBE goals and (2) all sums actually paid to M/WBEs for work performed or materials supplied under the Contract. In the event a determination has been made which requires the payment of liquidated damages and such sums have not been withheld by RIOC, the Contractor shall pay such liquidated damages to RIOC within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Contractor shall file a complaint with the Director of the Division of Minority and Women's Business Development in the Department of Economic Development (the "Director") pursuant to subdivision 8 of section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of RIOC.

## 2. Service-Disabled Veteran-Owned Business Act Requirements

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. RIOC recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of RIOC contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractor is expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

### a. Contract Goals

- i. RIOC hereby establishes an overall goal of **1%** for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/veterans/> and <https://online.ogs.ny.gov/SDVOB/search>. Questions regarding compliance with SDVOB participation goals should be directed to the RIOC Procurement Department. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss additional methods of maximizing participation by SDVOBs on the Contract.
- ii. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV

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below).

**b. SDVOB Utilization Plan**

- i. In accordance with 9 NYCRR § 252.2(i), Contractor was required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with its bid.
- ii. The Utilization Plan must list the SDVOBs that the Contractor intends to use to perform the Contract, a description of the work that the Contractor intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledged that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of the Contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to RIOC.
- iii. RIOC has reviewed the submitted SDVOB Utilization Plan and advised the Contractor of RIOC's acceptance or issued a notice of deficiency within 20 days of receipt.
- iv. If a notice of deficiency was issued, Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to RIOC a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by RIOC to be inadequate, RIOC shall notify the Contractor and direct the Contractor to submit, within five business days of notification by RIOC, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for termination of the Contract.
- v. RIOC may terminated the Contract under the following circumstances:
  - 1) If Contractor fails to submit an SDVOB Utilization Plan;
  - 2) If Contractor fails to submit a written remedy to a notice of deficiency;
  - 3) If Contractor fails to submit a request for waiver; or
  - 4) If RIOC determines that the Contractor has failed to document good faith efforts.
- vi. Contractor hereby certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.
- vii. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, RIOC shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

**c. Request for Waiver**

- i. Prior to submission of a request for a partial or total waiver, Contractor shall speak to the

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Designated Contacts at RIOC for guidance.

- ii. In accordance with 9 NYCRR § 252.2(m), a contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A contractor may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by RIOC at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Contractor's waiver request is complete, RIOC shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.
- iii. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to RIOC, but must be made no later than prior to the submission of a request for final payment on the Contract.
- iv. If RIOC, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, RIOC may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.
- v. Waiver requests should be sent to RIOC.

**d. Required Good Faith Efforts**

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- i. Copies of solicitations to SDVOBs and any responses thereto.
- ii. Explanation of the specific reasons each SDVOB that responded to Contractors' solicitation was not selected.
- iii. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by RIOC with certified SDVOBs whom RIOC determined were capable of fulfilling the SDVOB goals set in the Contract.
- iv. Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- v. Other information deemed relevant to the waiver request.

**e. Monthly SDVOB Contractor Compliance Report**

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to RIOC during the term of the Contract for the preceding month's

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activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 available on the Office of General Services website ([www.ogs.ny.gov](http://www.ogs.ny.gov)) and should be completed by the Contractor and submitted to RIOC, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: [Muneshwar.Jagdharry@rioc.ny.gov](mailto:Muneshwar.Jagdharry@rioc.ny.gov) with a copy to [Natalee.Grant-Henriques@rioc.ny.gov](mailto:Natalee.Grant-Henriques@rioc.ny.gov).

**f. Breach of Contract and Damages**

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/veterans/>

**3. EEO Policy Statement**

- a. The Contractor and subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- b. Prior to the award of the Contract, the Contractor shall submit an Equal Employment Opportunity ("EEO") Policy Statement to RIOC within the time frame established by RIOC.
- c. The Contractor's EEO Policy Statement shall contain, but not necessarily be limited to, and the Contractor, as a precondition to entering into a valid and binding Contract, shall, during the performance of the Contract, agree to the following:
  - i. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, sexual orientation, or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contract. Affirmative action pertains to recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  - ii. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.
  - iii. At the request of RIOC, the Contractor shall request each employment agency, labor union,

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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.

- iv. The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- v. The Contractor will include the provisions of subdivisions (a) through (d) immediately above in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

#### **4. Prohibition of Contracts With Entities That Support Discrimination**

In accordance with Executive Order No. 177 Regarding Prohibiting Contracts with Entities that Support Discrimination (“EO 177”), the Contractor hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law. The Contractor further certifies that it submitted EO 177 Certification to RIOC prior to contract award.

#### **5. Nondiscrimination in Employment in Northern Ireland: MacBride Fair Employment Principles**

In accordance with Chapter 807 of the Laws of 1992 the Contractor certifies that if it or any individual or legal entity in which the Contractor holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Contractor has business operations in Northern Ireland, such Contractor, shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

The Omnibus Procurement Act of 1992, requires that by signing this bid/proposal, Contractors certify that whenever the total bid amount is greater than \$1 million:

- a. The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this project, and has retained the documentation of these efforts to be provided upon request to RIOC;
- b. The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

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- c. The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing of any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The contractor agrees to document these efforts and to provide said documentation to RIOC upon request;
- d. The Contractor acknowledges notice that New York State may seek to obtain offset credits from foreign countries as a result of this Contract and agrees to cooperate with the State in these efforts.

**6. Failure to comply with all of the foregoing requirements found in this Section may result in a finding of non-responsiveness, non-responsibility or breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract and at law**

#### **SECTION 21 - ENVIRONMENTAL PROTECTION**

The Contractor certifies and warrants that all heavy duty vehicles, as defined in New York State Environmental Conservation Law (“ECL”) §19-0323, to be used under this Contract, will comply with the specifications and provisions of ECL §19-0323 and any regulations promulgated pursuant thereto, which requires the use of Best Available Retrofit Technology (“BART”) and Ultra Low Sulfur Diesel (“ULSD”), unless specifically waived by the New York State Department of Environmental Conservation (“DEC”). Qualifications for a waiver under this law will be the responsibility of the Contractor.

#### **SECTION 22 - MATERIALS AND WORKMANSHIP**

The Contractor hereby agrees and guarantees that all Work furnished under the Contract will conform to the terms of this Contract, as to kind, quality, function, design and characteristics of materials and workmanship. The Contractor shall adhere to professional standards and shall reprocess at its expense, all work necessary to correct errors directly caused by malfunction of the Contractor’s machines or mistakes of Contractor’s Personnel. RIOC agrees to cooperate with the Contractor in the performance of the Work hereunder, including without limitation and upon prior consent of RIOC’s designated representative, providing consultant with reasonable and timely access to facilities, data, information, and RIOC personnel.

The Contractor shall promptly correct Work rejected by RIOC, or deemed by RIOC to be defective or failing to conform to the requirements of the Contract. The Contractor shall bear all costs of correcting such Work, including, without limitation, additional testing and inspections.

The Contractor warrants that the Work will be of good quality and new unless otherwise required or permitted by the Contract, and that the Work will be free from defects not inherent in the quality required or permitted and will conform to the requirements of the Contract.

If, within one (1) year after Substantial Completion, the Work is found to be not in accordance with the Contract requirements, the Contractor shall correct it promptly after receipt of written notice from RIOC.

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Nothing contained herein shall be construed to establish a period of limitation with respect to other obligations the Contractor might have under the Contract. Establishment of the time period of one (1) year as provided above relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations.

If the Contractor fails to correct defective or non-conforming Work as required or fails to carry out Work in accordance with the Contract, RIOC, by written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract and fails within five (5) business days after receipt of written notice from RIOC to commence and continue correction of such default or neglect with due diligence and promptness, RIOC may, without prejudice to other remedies RIOC may have, correct such deficiencies and the costs of correcting such deficiencies shall be deducted from payments to the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such costs, the Contractor shall pay the difference to RIOC.

### **SECTION 23 - PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS**

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by RIOC. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of RIOC.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of RIOC; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of RIOC.

### **SECTION 24 - IRAN DIVESTMENT ACT**

By entering into this Agreement, Contractor certifies in accordance with State Finance Law Section 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

The Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. The Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. The Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by RIOC.

During the term of the Contract, should RIOC receive information that a person (as defined in State

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Finance Law Section 165-a) is in violation of the above-referenced certifications, RIOC will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then RIOC shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

RIOC reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

### **SECTION 25 - CONFIDENTIALITY**

The Contractor agrees that all deliverables, developed in the course of providing the Work, are strictly confidential between the Contractor and RIOC, and except as specified herein the Contractor may not reveal or disclose such work product, without permission from RIOC, or unless ordered by a court of competent jurisdiction, governmental authority or administrative agency or required to be disclosed by law, subpoena, or similar process.

### **SECTION 26 - LABOR LAW**

If this Contract involves the employment of laborers, workmen or mechanics under Articles 8 or 9 of the Labor Law or constitutes a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days set forth therein, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the New York State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the New York State Labor Department in accordance with the Labor Law. Contractor shall submit certified payrolls with each payment application. Where applicable by Labor Law, see Schedule B2 of this Contract for the Prevailing Rate Case Number (PRC#) that has been assigned to this project.

### **SECTION 27 - CLAIMS AND DISPUTE RESOLUTION**

1. The Contractor shall proceed with the Work promptly as instructed or ordered by RIOC. The Contractor shall have no right to suspend all or any part of the Work or refuse to comply with any written instruction, direction or order of RIOC pending resolution of any dispute or for any other reason, provided that RIOC continues to make payments of undisputed amounts as provided in the Contract. Any such suspension or refusal will be a material breach of the Contract. The Contractor may preserve whatever right, if any, the Contractor may have to make claim with respect to any written instruction, order, direction, action or inaction of RIOC or others by giving notice as required by paragraph (b) of this Section 27 and by advising RIOC in writing, prior to proceeding with the Work in question, that the Contractor is proceeding under protest.
2. The Contractor must give written notice to RIOC of any claim by the Contractor for extension of time, extra compensation, price increase or damages of any sort within five (5) business days after the Contractor first learns of the act, omission, occurrence or circumstance on which the claim is

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based. The purpose of this notice is to give RIOC prompt opportunity (a) to cancel or revise orders or directions, change plans, mitigate or remedy circumstances giving rise to the claim or to take other action that may be desirable; (b) to monitor and verify the facts and circumstances as they occur; and (c) to verify any costs and expenses claimed by the Contractor contemporaneously as they are incurred. Written notice is required whether or not RIOC is aware of the facts and circumstances that constitute the basis of the Contractor's claim, and no action, inaction, or conduct of RIOC or any other person will be regarded as a waiver of such notice requirement except only a statement to that effect signed by RIOC. Failure of the Contractor to give written notice as required shall be deemed conclusively to be a waiver and release of any claim, and such notice shall be a condition precedent to the Contractor's right to make any claim arising out of, under or in connection with the Contract or its performance of the Work. Notice pursuant to this paragraph (b) of Section 27 shall be addressed and sent to RIOC in accordance with Section 36 of these General Conditions. Notice of claim given to any person other than RIOC shall not constitute notice to RIOC.

It shall be within RIOC's sole discretion whether to submit to arbitration any dispute, claim or controversy arising out of, or relating to, the Contract or the breach, termination, enforcement, interpretation or validity thereof (including the determination whether work performed under the Contract is within the Scope of Work) and including the determination of the scope or applicability of this arbitration provision (collectively, referred to as "Claims"). If RIOC determines that a Claim shall be submitted to arbitration, such arbitration shall be before the American Arbitration Association ("AAA") in New York County (or another arbitration tribunal of RIOC's choosing) with the parties sharing equally in the costs of the arbitration process and each party bearing their own legal costs and expenses. Further, it shall be in RIOC's sole discretion whether the arbitration shall be before one or three arbitrators. Judgement on an arbitration award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction.

## **SECTION 28 - INTERNATIONAL BOYCOTTS**

1. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law and the regulations of the Comptroller of the State of New York promulgated thereunder, where the Contract is for the construction, reconstruction, maintenance and/or repair of public work or for work performed or to be performed in an amount exceeding five thousand dollars, the Contractor hereby promises, asserts and represents that neither the Contractor nor any substantially owned or affiliated person, firm partnership or corporation has participated, is participating or shall participate in an international boycott in violation of the provisions, of the United States Export Administration Act of 1969, as amended, or the United States Export Administration Act of 1979, or the regulations of the United States Department of Commerce promulgated under either act.
2. RIOC awards this Contract in material reliance upon the promise and representation made by the Contractor in the foregoing paragraph. This Contract shall be rendered void by the State Comptroller if subsequent to the execution of this Contract, the Contractor or such owned or affiliated person, firm, partnership or corporation has been convicted of a violation of the above Acts or Regulations or has been found upon final determination of the United States Commerce Department or any other appropriate agency of the United States to have violated such Acts or Regulations.
3. The Contractor shall notify the State Comptroller of any such conviction or final determination of violation in the manner prescribed by the Comptroller's regulations after such determination within

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five (5) days. The Contractor shall deliver a copy of the notice to RIOC.

### **SECTION 29 - GRAND JURY, INVESTIGATIONS, TESTIMONY**

The Contractor agrees to comply with the provisions of Sections 2876 and 2877 of the Public Authorities Law, and any subsequent amendments. The provisions require that 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 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 with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state, any political subdivision thereof, or a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract,

1. such person, and any firm, partnership or corporation of which (s)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 public authority or public benefit corporation or any official thereof for goods, work or services, for the period of five years after such refusal or until such disqualification shall be removed pursuant to Public Authorities Law Section 2877, and
2. any and all contracts with any public authority or public benefit corporation or official thereof, since the effective date of this law, by such person and by any firm, partnership, or corporation of which he or she is a member, partner, director or officer, may be canceled or terminated, but any monies owing by the public authority or public benefit corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

### **SECTION 30 - ILLEGALITY**

If this Contract contains any unlawful provision, the same shall be deemed of no effect and shall, upon the application of either party, be deemed stricken from this Contract without affecting the binding force of the remainder.

### **SECTION 31 - ENTIRE AGREEMENT**

This Contract integrates all agreements, representations and warranties prior to the date hereof, whether oral or written, between the parties, and constitutes the entire Contract between the parties hereto.

### **SECTION 32 - GOVERNING LAW**

This Contract shall be construed in accordance with the laws of the State of New York.

### **SECTION 33 - COUNTERPARTS**

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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### **SECTION 34 - MODIFICATIONS**

This Contract shall not be modified except by amendment or Change Order in writing dated and signed by all parties hereto.

### **SECTION 35 - BINDING EFFECT**

This Contract shall be binding upon, extend to, and inure to the benefit of the legal representatives, successors and valid assigns of the respective parties.

### **SECTION 36 - NOTICE**

Except where otherwise provided, any written notice or communication required or permitted pursuant hereto by either party to the other party shall be in writing and either:

1. delivered by certified mail, postage prepaid, return receipt requested to the parties at their respective addresses set forth at page 1 of this Contract; or
2. provided by fax transmission and confirmed by regular mail, if to RIOC, at (212) 832-4582, and if to the Contractor, at the number supplied by the Contractor to RIOC; or
3. provided by email, if to RIOC, to Assistant Chief Financial Officer at [Muneshwar.Jagdharry@rioc.ny.gov](mailto:Muneshwar.Jagdharry@rioc.ny.gov) with a copy to General Counsel at [LegalDepartment@rioc.ny.gov](mailto:LegalDepartment@rioc.ny.gov), and if to the Contractor, at the email address supplied by the Contractor to RIOC.

### **SECTION 37 - ALL LEGAL PROVISIONS DEEMED INCLUDED**

It is the intent and understanding of the parties to this Contract that each and every provision of law required to be inserted in this Contract shall and is inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this Contract shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

### **SECTION 38 - COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT**

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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## **SCHEDULE A1**

### **SUPPLEMENTAL GENERAL CONDITIONS**

#### **SECTION 1 - SCHEDULE OF VALUES**

1. Submit a printed schedule on AIA Forms G702 and G703 – Application and Certification for Payment Continuation Sheet to the Vice President of Operations (or his/her designee) for approval.
2. Forms filled out by hand will not be accepted.
3. Submit Schedule of Values within 15 days after Notice to Proceed, for approval by the Vice President of Operations (or his/her designee).
4. Format: Utilize the Table of Contents of the Specifications. Include mobilization and demobilization.
5. Include within each line item, a direct proportional amount of the Contractor's Overhead and profit.
6. Revise schedule to list approved Change Orders, with each Application of Payment.

#### **SECTION 2 - PAYMENTS**

On or about the 21st of each month the Contractor shall submit to the Vice President of Operations (or his/her designee), a pencil copy of payment application detailing work to be completed through the end of the month. The Vice President of Operations (or his/her designee) shall within seven (7) days of receipt, review and return to Contractor, a mark-up of said payment application with a determination of percentages of work completed and materials stored to date that shall be paid. The Contractor must submit certified payrolls with each payment application to the Vice President of Operations (or his/her designee) for approval prior to payment.

#### **SECTION 3 - INSPECTIONS AND REJECTIONS**

All Work and all construction, processes of manufacture and methods of construction involved in or related to the performance of the Work shall be at all times and places subject to the inspection of the Vice President of Operations (or his/her designee), and the enumeration in these Specifications of particular portions of such Work, construction, processes of manufacture or methods of construction which will or may be inspected by the Director of Engineering, his/her designee, or the Architect/Engineer shall not be deemed to imply that only such Work, construction, processes of manufacture and methods of construction will or may be so inspected or that any element of the Work is not subject to inspection by the Vice President of Operations (or his/her designee). The Vice President of Operations (or his/her designee) shall be the judge of the quality and suitability of the Work, construction, processes of manufacture and methods of construction for the purposes for which they are used or to be used. Should they fail to meet the approval of the Vice President of Operations (or his/her designee), they shall be forthwith reconstructed, made good, replaced or corrected, as the case may be, by the Contractor at its own expense. Rejected material shall be removed immediately from the site. The fact that the Architect/Engineer has approved the materials and workmanship shall not relieve the Contractor from its obligation to supply other material and workmanship when so ordered by the Vice President of Operations (or his/her designee).

The Contract Drawings do not show all of the details of the Work and are intended only to illustrate the character and extent of the Work to be performed. Accordingly, they may be supplemented during the performance of the Work by the Architect/Engineer or by the Contractor subject to the approval of the Vice President of Operations (or his/her designee), to the extent necessary to further illustrate the Work.

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An indication on the Contract Drawings of the existence, nature or location of any utilities, structures, obstructions, conditions or materials does not constitute a representation as to the conclusions to be drawn therefrom nor a representation that no others exist in addition to those shown, even in the same location; nor does the absence of any indication on said drawings of the existence, nature or location of any utilities, structures, obstructions, conditions or materials constitute a representation that none exist. After the Contract has been executed, the Contractor will be furnished three (3) copies of the Specifications and Contract Drawings without charge.

#### **SECTION 4 - FINAL INSPECTION**

When, in the opinion of the Contractor, the construction is completed and ready for final inspection, he shall so notify the Vice President of Operations (or his/her designee) in writing and the Vice President of Operations (or his/her designee) will conduct an inspection of said construction (including any portions with respect to which Certificates of Partial Completion have been issued). Before any Certificate of Final Completion will be issued, any defects or omissions noted on this inspection must be corrected by the Contractor.

#### **SECTION 5 - CONSTRUCTION REQUIRED BY THE SPECIFICATIONS**

The Specifications require the doing of all things necessary or proper for or incidental to the scope of the Work, as shown on the Contract Drawings in their present form. In addition, all things shown on the Contract Drawings even though not expressly mentioned in the Specifications, all things mentioned in the Specifications even though not shown on the Contract Drawings, and all things not specified either on the Contract Drawings or in the Specifications but involved in carrying out their intent and in the complete and proper execution of the Work are required by the Specifications; and the Contractor shall perform the same as though they were specifically delineated, described and mentioned. In case of a conflict between a requirement of the Contract Drawings and a requirement in Schedule B1, the requirement of Schedule B1 shall control. In case of a conflict between a requirement contained in the Specifications and a requirement of the Contract Drawings, Contractor shall notify the Vice President of Operations (or his/her designee) to resolve any conflict.

Some Sections of the Specifications make cross references to construction specified in other Sections of the Specifications, including cross references intended to avoid duplication by the bidders in quoting prices and to point out some of the necessity for coordination. Such cross references are not intended to be complete or all inclusive, and the Contractor shall ascertain for himself both the nature and the extent of all construction which may be related to that under each Section of the Specifications whether or not expressly referred to.

Some Sections of the Specifications contain a general description of the construction under such Sections. Such a general description is not intended to define the construction required by the Specifications and Contract Drawings. Accordingly, such description shall be construed as in aid of and supplemental to, but in no case limiting, impairing or decreasing, the requirements elsewhere set forth with respect to the construction to be performed.

The Contractor's compensation for all construction whatsoever referred to in the Specifications and Contract Drawings in their present form, even though the need for certain items of such construction may be contingent upon future occurrences or determinations or upon other circumstances, shall be deemed to be included in the price(s) quoted by the Contractor in the Form of Contract unless the

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Specifications or Contract Drawings expressly state that compensation in addition to such price shall be payable for such items of construction. The express statement in some cases to the effect that certain construction shall be without additional cost to RIOC shall not impair the application of this paragraph in other cases. The distribution of various parts of the construction among the Divisions and Sections of the Specifications or among the Contract Drawings is not intended as a representation of the most effective or logical method of organizing, scheduling or subcontracting the construction, and the Contractor shall ascertain for itself how to do so unless otherwise expressly prescribed in this Contract.

## **SECTION 6 - AVAILABLE PROPERTY**

Subject to the conditions elsewhere stated herein, those areas to be occupied by the permanent construction will be made available to the Contractor upon the commencement of his first operations at the construction site. RIOC has no obligation to make other areas available to the Contractor for staging, storage or otherwise. Any additional property which the Contractor desires for its operations shall be obtained by the Contractor at its own expense.

The Contractor will be permitted to use only so much of the areas made available to the Contractor as is necessary for the performance of the Contract, and the Contractor must at all times so conduct its operations as not to encroach upon or block the portions used by others. The Vice President of Operations (or his/her designee) may at any time make joint or exclusive assignments of particular portions thereof, either to the Contractor or to others, and may take over and use for other purposes any portions which, in the opinion of Vice President of Operations (or his/her designee), are not required for the performance of the Contract.

The Contractor shall perform daily clean-up the areas made available to the Contractor so that they are free at all times of refuse, rubbish, scrap material or debris and so that the construction site presents a neat, orderly and workmanlike appearance.

## **SECTION 7 - SHOP DRAWINGS, CATALOG CUTS AND SAMPLES**

The Contractor shall specifically prepare for this Contract all Shop Drawings which may be required in addition to the Contract Drawings or in addition to any other drawings which the Architect/Engineer may issue in supplementing the Contract Drawings. The specific requirements elsewhere set forth in the Specifications for furnishing Shop Drawings, Catalog Cuts and samples for any particular portion of the Contract shall not limit the obligation of the Contractor to furnish Shop Drawings, Catalog Cuts and samples for any other portion when so required by the Vice President of Operations (or his/her designee).

The Contractor shall submit – for review and approval by the Vice President of Operations (or his/her designee) – a general "Submittal Schedule" listing the planned transmittal date and estimated number in each Specifications section category of Shop Drawings, Catalog Cuts, pages of calculations and samples within seven (7) calendar days after receipt by the Contractor of the acceptance of the Proposal. A more detailed schedule shall be submitted no less than five (5) calendar days prior to the actual date of any submittal. The "Submittal Schedule" shall follow the form (if any) provided by the Vice President of Operations (or his/her designee) for this Contract.

After checking and verifying all field measurements and after complying with applicable procedures specified hereunder, the Contractor shall transmit submittals to the Vice President of Operations (or his/her designee) for Architect/Engineer review and approval, in accordance with the approved schedule

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of Shop Drawing submissions, or for other action if so indicated by the Vice President of Operations (or his/her designee).

All submissions shall be identified as the Architect/Engineer may require. In general, submissions shall specifically reference Contract Drawing numbers or Specifications section numbers for which the item pertains. The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, conformance to the specified performance and design criteria, materials, test results and similar information to enable the Architect/Engineer to review each submittal as required.

The Contractor shall also submit all Catalog Cuts and samples to the Vice President of Operations (or his/her designee) for Architect/Engineer review and approval pursuant to the approved submittal schedule, for conformance to the requirements of the Contract Drawings and Specifications. All Catalog Cuts and samples shall have been reviewed by the Contractor and shall be accompanied by a specific written indication that the Contractor has reviewed the submittal for conformance with the Contract Drawings and Specifications and shall be identified clearly as to material, supplier, manufacturer's procedures and pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing, Catalog Cut and sample, the Contractor shall have determined and verified all quantities, dimensions, conformance to the specified performance and design criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed and coordinated each Shop Drawing or Catalog Cut with other Shop Drawings and Catalog Cuts and with other requirements of the Work.

At the time of each submission, the Contractor shall give the Architect/Engineer specific written notice of each variation in any Shop Drawing, Catalog Cut and sample from the requirements of the Contract Drawings or Specifications and, in addition, shall cause a specific notation of each such variation to be made on each submittal to the Architect/Engineer, for review and approval of each such variation.

The Architect/Engineer's review and approval of Shop Drawings, Catalog Cuts or samples shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Drawings or Specifications unless the Contractor has in writing called the Architect/Engineer's attention to each such variation at the time of submission as required hereunder and the Architect/Engineer has given written approval of each by an express specific written notation thereof incorporated in or accompanying the Shop Drawing, Catalog Cut or sample approval. Approval of Shop Drawings, Catalog Cuts and samples which are inconsistent with the requirements of the Contract Drawings and Specifications shall not be deemed to waive or change such requirements or to relieve the Contractor of its obligations to perform such requirements unless the Architect/Engineer shall expressly and specifically state that he is waiving or changing such requirements, as stated above.

Where a Shop Drawing, Catalog Cut or sample is required, no related Work shall be performed prior to the Architect/Engineer's review and approval of the submission. Upon receipt of the submittal, the Architect/Engineer will review the Shop Drawing, Catalog Cut or sample for conformance to the design information and materials shown on the Contract Drawings and contained in the Specifications. Approval by the Architect/Engineer shall not constitute a complete review or approval of the means, methods, techniques, sequences or procedures of construction, except where a specific means, method, technique, sequence or procedure of construction is specifically delineated in or required by the Contract Drawings or Specifications, and the approval shall not constitute a review and approval in regard to safety precautions or programs incident thereto. The review and approval of a separate item will not in

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itself indicate approval of the assembly in which the item functions. Any design shown on the Shop Drawings and prepared by the Contractor, its subcontractors, their detailers or their professional engineers is the complete responsibility of the Contractor. Within seven (7) working days after receipt of the Shop Drawing prints, the Architect/Engineer will approve or not approve the same or require corrections or additions to be made thereon. When a shop drawing is not approved or if additions or corrections are required, the Architect/Engineer will return within five (5) working days two of the copies submitted and the Contractor shall make the revisions, corrections or additions shown thereon to be made. The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Architect/Engineer on the previous submittal. Each drawing shall be corrected as required until the approval of the Architect/Engineer is obtained. After each resubmission, the Architect/Engineer shall have five (5) working days in which to approve revisions or corrections.

As soon as approval has been given no change will be permitted thereon unless approved in writing by the Vice President of Operations (or his/her designee).

Before final payment for the Work is made, the Contractor shall furnish to the Vice President of Operations (or his/her designee) one set of approved Shop Drawings and Catalog Cuts, which have previously been prepared by the Contractor in accordance with requirements elsewhere specified in these Specifications.

#### **SECTION 8 - RECORD DRAWINGS**

Additionally, before final payment is made, the Contractor shall submit one set of contract plans, all clearly revised, completed and brought up to date showing the permanent construction as actually made. These drawings shall be marked "RECORD DRAWING", dated and signed by the Contractor and be in the form of Mylar reproducibles, from which clear prints can be made. By signature, the Contractor is verifying that the drawings reflects the as-constructed condition.

#### **SECTION 9 - SUBSTITUTION**

Where a proprietary item or make is specified or mentioned herein or called for or mentioned on the Contract Drawings and the phrases "similar and equal to" or "approved equal" are used in connection therewith, the utilization of any other item or make will be deemed a substitution. Substitution for the proprietary item or make specifically named may be made only in accordance with the Section of the General Conditions entitled "Materials and Workmanship" and in accordance with the following.

Whenever materials or equipment are specified or described in the Contract Drawings or Specifications by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of another supplier or manufacturer may be accepted by the Vice President of Operations (or his/her designee) if sufficient information and proof is submitted by the Contractor to permit the Vice President of Operations (or his/her designee) to determine that the material or equipment proposed is equivalent or equal to that named and the Architect/Engineer approves the substitution.

The Vice President of Operations (or his/her designee) may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other assurance with respect to any approved substitution. Furthermore, the approval of any substitute proprietary item or make shall not in any way

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entitle the Contractor to additional compensation therefor.

Notwithstanding such approval, however, the Contractor assumes the risk that such approved substitute item or make is not equal to that shown or specified and if at any time the substitution shall appear not to be so equal the Contractor shall replace the substitution with that originally shown on the Contract Drawings or called for in the Specifications at its own cost and reimburse RIOC for any loss occurring on account of the substitution failing to be equal, notwithstanding that it had been previously approved for use by the Architect/Engineer.

## **SECTION 10 - COORDINATION**

1. Coordinate scheduling, submittals, and work of the various sections of the Specifications to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
2. Notify affected utility companies and comply with their requirements.
3. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
4. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practical; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
5. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
6. Coordinate completion and clean-up of work of separate sections.
7. After RIOC's occupancy of premises, coordinate access to the site for correction of defective Work not in accordance with Contract Documents, to minimize disruption of RIOC's activities.
8. Submit coordination drawings to the Vice President of Operations (or his/her designee) for review, signed off by all trades before the installation of any Work.

## **SECTION 11 - PROGRESS SCHEDULE**

Schedule Requirements:

1. Within fifteen (15) calendar days after acceptance of the Contractor's Proposal, the Contractor shall, at its own expense, prepare a detailed electronic progress schedule for the Director of Engineering's review (or review by his/her designee) and approval. The progress schedule shall show the dates for the commencement and completion of the items of Work of the Contract and all Contract Milestones. The Contractor shall revise and resubmit the progress schedule until approved by the Vice President of Operations (or his/her designee). The progress schedules/graphics required by this Contract shall be produced in a format acceptable to the Vice President of Operations (or his/her designee).

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2. Progress schedules shall be sufficiently detailed to accurately depict all the Work (including any design, key submittals, procurement, and construction activities performed by the Contractor) and shall graphically represent the logical sequence and duration of activities, all in accordance with the requirements of the Contract. The information provided in progress schedules shall also include, but not be limited to, the interdependencies between the Contractors' activities and all other activities required for the successful completion of the Contract, e.g., those to be performed by utility companies or by other entities. All Milestone dates specified in the Contract shall be represented in the schedule by Milestone activities that are logically interrelated to the work that must be accomplished in order to achieve the Milestone.
3. Progress schedules shall be updated monthly and submitted to Vice President of Operations (or his/her designee) for review and approval. The Contractor shall update the progress schedule showing for each such item of work of the Contract the actual start dates, physical percent complete, expected completion dates (for activities in progress), a brief narrative explaining how the planned completion will be achieved and the actual completion dates. No logic or duration changes shall be made therein without the written approval of the Vice President of Operations (or his/her designee).
4. Approval of any progress schedule shall not relieve the Contractor of its obligation to complete the Work by the time(s) required in the Contract and in accordance with all other Contract provisions, even though the schedule approved may be inconsistent with such completion.
5. The submittal of progress schedules under this section shall not be deemed to be a substitute for the reporting requirements of the "Daily Progress Reports".

## **SECTION 12 - DAILY PROGRESS REPORTS**

The Contractor shall furnish to the Vice President of Operations (or his/her designee) at the end of each day Work is performed at the construction site, a Daily Progress Report showing for that day stating:

1. The location and type of construction performed.
2. The type of equipment used identifying each piece of equipment as owned by the Contractor or rented from others.
3. A statement of any unusual occurrence.
4. Weather conditions
5. The names and number of workers in each trade classification that were employed.

Such reports shall not be deemed to be a substitute for the notices, time slips, memoranda or other data required under provisions of the Contract relating to compensation for Extra Work.

## **SECTION 13 - HOURS OF WORK**

Subject to all requirements stated elsewhere herein, the Work shall be performed between the hours of 8:00 AM and 4:30 PM Monday through Friday.

If Contractor shall require performing Work during hours other than those listed above, Contractor shall submit to the Vice President of Operations (or his/her designee), at least one week in advance, the proposed schedule of hours of Work for approval.

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Contractor shall not perform Work at the construction site outside of these time periods or on a Federal or New York State legal holiday unless otherwise authorized in writing by the Vice President of Operations (or his/her designee).

#### **SECTION 14 - CONTRACTOR'S MEETINGS**

The Contractor shall conduct job progress and coordination meetings with subcontractors in the Contractor's field office or on the job site every two weeks, or as frequently as job conditions require or the Architect/Engineer may request. The Architect/Engineer shall be notified and, at the Architect/Engineer's option, may attend these meetings. The Contractor shall prepare and distribute minutes to the Architect/Engineer and the subcontractors within forty-eight (48) hours of the day following the meetings. The Contractor shall attend separate job progress and coordination meetings with the Vice President of Operations (or his/her designee) every two weeks, or at times otherwise requested by Vice President of Operations (or his/her designee).

#### **SECTION 15 - CONTRACTOR'S FIELD OFFICE AND REPRESENTATIVE**

At a readily accessible point on or near the construction site, the Contractor shall maintain a field office provided with a telephone.

During the performance of any Work at the construction site, the Contractor shall have a representative thereat who shall be authorized by the Contractor to receive and put into effect promptly all orders, directions and instructions from the Vice President of Operations (or his/her designee). The Contractor's representative shall be provided, at all times, with a conformed copy of this Contract and a set of the Contract Drawings.

If an oral instruction is given, Contractor shall promptly memorialize the instruction in writing to the Vice President of Operations (or his/her designee), and the instruction will stand only upon written confirmation by the Vice President of Operations (or his/her designee). For any orders regarding a change in the Work, Extra Work, repairs, replacements and the like, Contractor must follow the process for Change Orders set forth in Section 3 of Schedule A.

#### **SECTION 16 - TEMPORARY STRUCTURES**

Unless otherwise provided in this Contract, the Contractor shall determine the need for and shall design, furnish and construct all barricades, fences, staging, formwork, shoring, scaffolding and other temporary structures required in the performance of the Contract, whether or not of the type enumerated in the Specifications or on the Contract Drawings, including those which would be required by law or regulation if this Contract were being performed for a private corporation. All such temporary structures shall be of adequate strength for the purposes for which they are constructed and shall be provided with graphics, warning signs and warning lights as required informing personnel and the public of the hazards being protected against, and the Contractor shall maintain them in satisfactory condition. The design and drawings for such structures are to be prepared by the Contractor, and when requested by the Vice President of Operations (or his/her designee) they shall be submitted for review by the Vice President of Operations (or his/her designee) before being used. Neither such approval, however, nor any

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requirements of the Vice President of Operations (or his/her designee), the Specifications or the Contract Drawings shall relieve the Contractor of responsibility for the design, construction and use of the temporary structures or from any obligations and risks imposed on the Contractor under this Contract, and any such approval or requirements shall be deemed merely to relate to minimum standards and not to indicate that the temporary structures are adequate or that they meet the Contractor's obligations under this Contract. The temporary structures shall be removed from the construction site following completion of the Work.

## **SECTION 17 - TEMPORARY SANITARY FACILITIES**

The Contractor shall make arrangements for securing and shall pay all costs for temporary toilets, wash facilities and drinking water including toilet tissue, paper towels, paper cups and similar disposable materials for use by the Contractor, subcontractors or other persons over whom the Contractor has control. The Contractor shall comply with all applicable regulations and health codes. The Contractor shall install facilities where directed by RIOC, and remove from RIOC property when no longer required.

## **SECTION 18 - SAFETY PROVISIONS**

In the performance of the Contract, the Contractor shall exercise every precaution to prevent injury to workers and the public or damage to property.

The Contractor shall, at its own expense, provide temporary structures (as provided above), place such watchmen, design and erect such barricades, fences and railings, give such warnings, display such lights, signals and signs, exercise such precaution against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper, or as may be directed.

All employees on the Work shall carry valid and current photo identification whenever they are working at the site. All employees on the Work shall be certified as having successfully completed the OSHA 10-hour construction safety and health course. Copies of each employee's identification and OSHA certification shall be submitted to the Vice President of Operations (or his/her designee) for his record.

The Contractor shall conduct weekly Tool Box Talks on site. A copy of meeting agenda shall be signed by all attendees and submitted to the Vice President of Operations (or his/her designee).

The Contractor shall employ for Work of the Contract a competent person conforming to the requirements of the Code of Federal Regulations 29 CFR 1926.32(f) who shall be designated by the Contractor as authorized to perform the duties required by 29 CFR 1926 et seq. as applicable for Work of this Contract.

The Contractor shall obtain and submit to the Vice President of Operations (or his/her designee) one copy of material safety data sheet (MSDS) conforming to the requirements of 29 CFR 1910.1200(g) for each hazardous chemical utilized for permanent and consumable materials employed for Work of this Contract.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss, including but not limited to:

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1. All employees on the Work, the public and other persons and entities who may be affected thereby;
2. All the Work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and the Contractor has removed all workers, material and equipment from the construction site, or the issuance of the Certificate of Final Completion, whichever shall occur last.

Until fire protection needs are supplied by permanent facilities under this Contract, the Contractor shall install and maintain temporary fire protection facilities. The Contractor shall comply with requirements of National Fire Protection Association NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alteration and Demolition Operations". The Contractor shall employ only such workers as are physically fit and are free from contagious or communicable diseases. The Contractor shall use only machinery and equipment adapted to operate with the least possible noise, and shall so conduct its operations that annoyance to occupants of nearby property and the general public will be reduced to a minimum. The bringing of intoxicating substances onto the construction site and the use or consumption of intoxicating substances at the construction site is prohibited. It shall be the responsibility of the Contractor to insure that all employees of the Contractor and of all subcontractors, material men and any other persons under contract to or under the control of the Contractor shall comply with the provisions of this paragraph.

Before the Certificate of Final Completion of Work will be issued, the Contractor shall remove all surplus materials, false work, temporary fences and other temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from its operations and shall put the construction site in a neat, orderly condition. In the event the Contractor encounters at the construction site, material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Vice President of Operations (or his/her designee). Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Vice President of Operations (or his/her designee).

Within fifteen (15) days of the acceptance of its Proposal, the Contractor shall submit to the Vice President of Operations (or his/her designee), for review, the Contractor's Site Safety Program, which shall be specific for the construction site and include a description of the Work to be performed, a hazard assessment of the Work to be performed and the means by which such hazards shall be mitigated. The Contractor's Site Safety Program shall comply with all applicable federal, state, municipal and local and departmental laws and shall include, among other things, the designation by the Contractor of a qualified individual to administer such Site Safety Program.

## **SECTION 19 - ACCIDENTS AND FIRST AID PROVISIONS**

The Contractor shall promptly report in writing to RIOC all accidents whatsoever arising out of or in connection with the performance of the Contract, whether on or adjacent to the construction site, which result in death, injuries or property damage, giving full details and statements of witnesses. In addition,

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if death or serious injuries or serious damage is caused, the accident shall be reported immediately by telephone to the Vice President of Operations (or his/her designee).

The Contractor shall provide at the construction site such equipment and medical facilities as are necessary to supply first aid service, in case of accident, to any who may be injured in the progress of the Contract. The Contractor shall have standing arrangements for the removal and hospital treatment of any person who may be injured while engaged in the performance of the Contract.

If any claim is made by any third person against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the fact in writing to RIOC giving full details of the claim.

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## SCHEDULE B1

### DESCRIPTION OF WORK AND ADDITIONAL TERMS

#### **SECTION 1 - DESCRIPTION OF THE WORK**

This Project description is a summary only and is therefore general in nature, and does not limit Contract Work as stipulated in other parts of the Contract Documents. Refer to every part of the Contract Documents for the total Work included, since the Contractor is responsible for every part of the Work indicated in their Contract Documents whether or not it is included in the following limited summary. The General Construction Contractor is responsible for all Work indicated in the Contract Documents.

The project intent is to replace the existing walls with a more resilient rip-rap revetment. Work includes, but is not limited to: , demolition and removal of hewn stone and gabion basket seawalls; removal of contaminated materials and construction debris; re-construction and upgrade of existing granite and concrete portions of the sea walls deemed safe to remain; construction of a new rip-rap shoreline, protection of wildlife during construction operations, and construction of new natural upland areas including landscape, hardscape, railings, and site furnishings to fit with the character of the existing SOSF.

The Contractor shall be responsible for storm water pollution prevention, including the installation and maintenance of all temporary erosion and sediment control measures for the site. These control measures have been designed using the general principles of NYSDEC New York Standards and Specifications for Erosion and Sediment Control and are incorporated into the project storm water Pollution Prevention Plan (SWPPP).

The construction documents also include an Environmental Phase Two Report and NYSDEC-approved Soil Management Plan which describe a scope of environmental remediation for the site. The plan provides requirements for the delineation and removal of isolated lead-contaminated "hot-spot" areas, removal and off-site disposal of up to 5,800 cubic yards of fill material, and placement of a clean imported fill environmental cap across the entire project site. Areas outside of the fencing along each shore were capped and filled under an earlier phase of work.

All work by the contractor shall be performed under the latest applicable federal, state and city law and codes. Interpretation of Codes and or the work to be performed shall be made by RIOC's Engineer, or any other so designated by the Owner and his/her decision shall be binding.

#### **SECTION 2 - LIST OF DRAWINGS AND SPECIFICATIONS**

##### **DRAWINGS issued date February 20, 2020**

- |    |           |                        |
|----|-----------|------------------------|
| 1. | G-001.00  | COVER SHEET            |
| 2. | VT-100.00 | TOPOGRAPHIC SURVEY     |
| 3. | G-002.00  | CONSTRUCTION NOTES     |
| 4. | G-003.00  | TAX MAP INFORMATION    |
| 5. | G-004.00  | FLOOD ZONE INFORMATION |

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6.	DM-100.00	DEMOLITION PLAN
7.	C-100.00	SHORELINE PROTECTION PLAN
8.	C-101.00	TYPICAL RIP-RAP REVETMENT SECTIONS
9.	C-102.00	PART PLAN AND ELEVATION OF EXISTING CONCRETE AND GRANITE SEAWALL
10.	C-103.00	SECTION AND DETAIL OF CONCRETE AND GRANITE SEAWALL
11.	C-104.00	PART PLAN AND ELEVATION OF CONCRETE SEAWALL
12.	C-105.00	SECTION AND DETAIL OF EXISTING CONCRETE SEAWALL
13.	C-106.00	SITE DETAILS
14.	C-200.00	SOIL EROSION & SEDIMENT CONTROL PLAN
15.	C-201.00	SOIL EROSION & SEDIMENT CONTROL DETAILS
16.	C-300.00	RAILING LAYOUT PLAN
17.	C-301.00	RAILING DETAILS
18.	C-302.00	CONCRETE POST & RAILING DETAIL
19.	C-400.00	EARTHWORK PLAN
20.	C-401.00	SHORELINE CUT AND FILL
21.	L-100.00	LANDSCAPE PLAN
22.	L-101.00	IRRIGATED AREA PLAN
23.	L-110.00	LANDSCAPE NOTES & DETAILS
24.	L-111.00	IRRIGATION DETAILS

## **SPECIFICATIONS**

1.	022050	PROTECTION OF EXISTING UTILITIES
2.	022100	PROJECT SURVEY AND LAYOUT
3.	029000	SITE PREPARATION
4.	031000	CONCRETE FORMWORK
5.	032000	CONCRETE REINFORCEMENT
6.	033000	CAST IN PLACE CONCRETE
7.	036000	GROUTING
8.	044313	STONE MASONRY VENEER
9.	310913	MONITORING OF ADJACENT STRUCTURES
10.	312300	EARTHWORK
11.	312319	DEWATERING
12.	312500	SOIL EROSION AND SEDIMENT CONTROL
13.	313700	RIP-RAP REVETMENT
14.	314100	SHORING AND BRACING
15.	321001	SITE STONEMASONRY
16.	321400	UNIT PAVERS
17.	321500	STABILIZED CRUSHED STONE PAVING
18.	323100	SEAWALL RAILINGS
19.	323119	ORNAMENTAL METAL FENCING AND GATES
20.	323200	THERMAL SPRAYED METAL COATING
21.	323300	POWDER COAT PAINT
22.	323343	SITE FURNISHING
23.	328400	IRRIGATION
24.	329000	LANDSCAPE PLANTING
25.	329100	SOIL PREPARATION AND MIXES

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26. 329200 LAWNS AND GRASSES

## **REPORTS**

1. SOIL MANAGEMENT PLAN (SMP) DATED 20 FEBRUARY 2019.
2. GEOTECHNICAL ENGINEERING MEMORANDUM DATED 22 MAY 2013.
3. STORM WATER POLLUTION PREVENTION PLAN (SWPPP) DATED 20 FEBRUARY 2019.

## **SECTION 3 - SPECIAL INSTRUCTIONS AND REQUIREMENTS**

Contractor acknowledges that the Site is owned by the State of New York. Building materials and equipment purchased and incorporated in the improvements constructed on the Site pursuant to this Agreement will become the sole property of Roosevelt Island Operating Corporation immediately upon such purchase and installation. As a public benefit corporation and political subdivision of the State of New York, RIOC is exempt from New York State taxes. Therefore, all procurement made on RIOC's behalf in connection with this project shall not include New York State taxes. Any payments of New York State taxes made by contractor or its subcontractors in connection with this project will not be reimbursed under this contract.

Uniform: Technician must wear clothing and other gear that clearly identifies which company they work for, and carry personal ID at all times. The company logo and name must be visible at all times, regardless of the weather.

Deliveries of materials or equipment to the Island must notify LiRo, via e-mail, no fewer than 24 hours prior to arriving. Notification must include name of individual(s), name of company, purpose of visit, time of arrival and vehicle information (make, model, year, color and license plate number). This information will be provided to security for cross-checking. Failure to provide this information in not less than 24 hours prior to the visit may result in denial of access to the Island. The contractor shall be responsible for all material deliveries to the Island. LiRo and RIOC are not responsible for any misplaced, lost or stolen property.

See Logistics, and Vehicle Information **for information including, but not limited to: Island Speed Limit, Vehicle Access, Island Access/Egress Routes, Emergencies and Additional Permits.**

No access will be allowed to the interior of any unoccupied building on Roosevelt Island Operating Corporation unless authorized. If access to buildings is required, RIOC/LiRo will make the necessary arrangement through or on behalf of the Owner. Once access is authorized, the contractor must lock doors at the end of the work day, leave the lights off (or as they found them), and leave all other items as they found them.

At the end of each work day the contractor must perform a thorough site cleaning to remove any garbage, debris, equipment and materials from the surrounding work area. Any garbage must be removed using contractor supplied containers. All work sites must be kept neat, clean and hazard free.

In case of power outages the contractor must have on hand their own generators, flashlights, and localized heating units so work will not be affected.

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Warning signs and traffic safety devices shall be provided, installed, maintained and removed by the Contractor.

This Contractor will be required to maintain a strict “No Smoking” Policy on site in accordance with the Department of Buildings mandate.

Internal combustion engines will not be used on this project for any work in interior spaces unless proper ventilation and/or scrubbers are provided, and testing assures atmosphere is per OSHA guidelines.

Caution or “Danger Tape” shall not be considered as acceptable barriers.

Material must be stored in approved RIOC/LiRo locations. This Contractor is responsible to remove all excess material remaining on site (from their work only). Excess material or material lying loose on site that creates a hazard will be removed by RIOC/LiRo at the Contractor’s cost.

This Contractor shall verify the presence of all existing underground utilities that may be affected by their work. This includes all excavations within the property line and job site footprint. This Contractor will contact “one Call” for work outside of the property limits. This Contractor shall transfer this information onto a drawing immediately after the survey to retain this information. A preplanning meeting must be held with the RIOC/LiRo superintendent and the proper planning documents submitted before any work proceeds.

All equipment, materials, and debris are required to be secured or removed from the project until the building is enclosed, to prevent accidental displacement and wind-driven damage.

### **Coordination with Other Contractors**

During the progress of the Work on this Contract, other Contractors may be engaged in performing work within the Contract area and in areas adjacent to this Contract area.

The Contractor’s attention is specifically directed to the fact that because of the work on other contracts within and adjacent to the limits of this Contract, it may not have exclusive occupancy of the territory within or adjacent to the limits of this Contract.

The Contractor will be required to cooperate with other Prime Contractors and the owners of the various utilities and to coordinate and arrange the sequence of its work in such a manner that all work, proposed or in progress within or adjacent to the limits of the Contract, can be progressed with as little interference as possible.

In case of interference between the operations of a Contractor and/or utility owners and/or other Contractors, RIOC/LiRo shall be the sole judge of the rights of each party and of the sequence for work necessary to expedite the completion of all the Work progressed or about to be progressed within or adjacent to the Contract limits.

The direction of RIOC/LiRo on the order and sequence of the Work shall not constitute a basis for extra compensation or an Extension of Time

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## **Meetings**

### **General:**

Meetings shall be held as scheduled by RIOC/LiRo in its office, at which time the Contractor shall have its representatives present to discuss all details relative to the execution of the Work.

RIOC/LiRo Project Manager shall preside over these meetings and may choose to record the minutes thereof. Prior to each meeting, the RIOC/LiRo PM will consult with the Contractor and will prepare an agenda of items to be discussed. In general, after informal discussion of any item on the agenda, the RIOC/LiRo PM will summarize the discussion in a brief written statement.

### **Pre-Construction Meetings:**

After the Contract has been awarded, but prior to the start of actual construction, a Pre-Construction Meeting will be scheduled by the RIOC/LiRo PM.

The first meeting may be attended by representatives of RIOC/LiRo, A/E, Contractor, subcontractors as requested, and the RIOC/LiRo PM. The purpose of this Meeting will be generally administrative and will include, but not necessarily be limited to, discussion of the RIOC/LiRo PM and RIOC requirements, use of subcontractors, submissions required from the Contractor prior to start of work, major equipment deliveries and priorities, construction procedures, payment criteria, time for completion, and any specific or unique criteria to be followed. Subsequent meetings shall be attended by parties as deemed necessary by the RIOC/LiRo PM.

### **Progress Meetings:**

Regular Progress Meetings will be held at least twice a month at the RIOC/LiRo Field office during the performance of the Work of this Contract, when possible and useful. Additional Meetings may be called as progress of the Work dictates. A responsible representative from each subcontractor is required to attend progress meetings as required by the RIOC/LiRo PM.

Responsible representation by subcontractors, suppliers and major equipment manufacturers will be the Contractor's responsibility at Progress Meetings, on demand from the RIOC/LiRo PM. Refer to all Divisions of the Technical Specifications for other requirements.

### **Suggested Minimum Agenda**

1. Review minutes of previous meetings.
2. Review progress of work since last meeting.
3. Note and identify problems, which impede planned progress.
4. Develop corrective measures and procedures to regain planned Schedule.
5. Revise Construction Schedule as indicated and plan progress during next work period.
6. Plan to maintain quality and work standards.
7. Complete other current business.

## **Laws and Ordinances**

All Contractors must correct safety violations as discovered by RIOC/LiRo personnel in a timely manner as required. The Contractor accepts the Contract Documents, submitted by the RIOC/LiRo PM, on the basis that such Contract Documents do not constitute a release of responsibility on the part of the Contractor to know and supervise the actual construction in all its parts, so that such

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construction complies with all legal regulations. The Contractor shall be held to be both responsible and accountable for any damage, which RIOC/LiRo may suffer as a result of non-compliance with any or all legal regulations.

The Work shall be performed by the Contractor, in all respects, in strict conformity to all laws, rules, regulations, requirements and ordinances of the federal, state, and local governments and all departments and bureaus thereof, and of the New York City ordinance codes and laws governing the Site and work. Should the Contract Documents conflict with the law, the Contractors shall immediately notify the RIOC/LiRo PM in writing of such conflict, and shall thereafter follow the written instructions of the RIOC/LiRo PM in respect thereto; or should the Contract Documents require more than the law requires, the Contract Documents shall be followed nevertheless.

Each Prime Contractor shall obtain and pay for all permits and fees required for the Work performed under its Contract. All electrical work shall comply with the N.E.C. and the respective Contractor will be required to furnish for its work Underwriters Certificates issued by Underwriters Laboratories for compliance.

Compliance with the foregoing requirements shall not relieve the Contractor of any other of its obligations under this Contract.

### **Permits**

The Contractor shall make the necessary arrangements for, and obtain all permits required for its work, including, if it wishes to use City landfills, construction and demolition waste disposal dump tickets pursuant to Board of Estimate Resolution No. 66, (June 21, 1973), paying the costs and expenses thereof, except in those cases where the Contract may provide otherwise.

### **Contractor Submissions**

Responsibility of Contractor. The approval of shop drawings will be general and shall not relieve the Contractor of responsibility for the accuracy of such shop drawings, nor for the proper fitting and construction of the Work, nor of the furnishing of materials or work required by the Contract and not indicated on the shop drawings. Approval of shop drawings shall not be construed as approving departures from the Contract Drawings, Supplementary Drawings or Specifications.

The Contractor shall make available, to its subcontractors, the necessary Contract Documents and have them determine dimensions and conditions in the field, particularly with reference to coordination with other trades or work under other Contractors. Contractor shall direct its subcontractor to prepare shop drawings for submission to the Architect/Engineer in accordance with the requirements of these "General Conditions".

The Contractor shall:

1. Review and be responsible, to the RIOC/LiRo PM or RIOC's authorized representative, for information shown on subcontractor's shop and Installation Drawings and manufacturer's data, and also for conformity to Contract Documents.
2. Clearly designate which trade is to perform the work when the use of "work by others" or other similar phrases are indicated on the drawings, before submission to the Architect/Engineer.

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3. Stamp submissions Recommended for Approval, date and forward to the RIOCLiRo PM or its authorized representative.

All shop drawings submitted by the Contractor, which involve a change at variance with the Contract Drawings, shall be noted by the Contractor, by advising the A/E and the RIOCLiRo PM in writing, as to the recommended change and the reason therefore.

Contract Drawings are for design, engineering and general arrangement purposes only and are not to be used as shop drawings.

#### Contractor Responsibilities:

1. Before submitting shop drawings to the A/E and RIOCLiRo PM, all submittals from subcontractors, manufacturers or suppliers shall be sent directly to the Contractor for preliminary review, coordination and checking. The Contractor shall be responsible for their submission at the proper time so as to prevent delays in delivery of material or equipment. The Contractor shall thoroughly check all drawings for accuracy and conformance to the intent of the Contract Documents. Drawings found to be inaccurate or otherwise in error, shall be returned to the subcontractor, manufacturers, or suppliers by the Contractor for correction.
2. Before being submitted to the A/E and RIOCLiRo PM, shop drawings shall bear the Contractor's signature of approval, certifying that they have been so checked. Submittals without the Contractor's signature of approval will not be reviewed by the A/E and RIOCLiRo PM and will be returned to the Contractor.
3. Shop drawings shall be submitted as a single package, including all associated drawings for any operating system and shall include all items of equipment and any mechanical units involved or necessary for the functioning of such system. Where applicable, the submittal shall include elementary wiring diagrams showing circuit functioning and necessary interconnecting wiring diagrams for construction.
4. If the submittals contain any departures from the Contract Documents, specific mention thereof shall be made in the Contractor's letter of transmittal. Otherwise, the review of such submittals shall not constitute approval of the departure. The Contractor shall call the A/E and RIOCLiRo PM's attention to any changes by the use of a large rubber stamp, or by larger letters on shop drawings. If this is not done, even if the work is incorporated into the construction, it will not be accepted by the A/E and RIOCLiRo PM, even if shop drawings are "Approved".
5. No materials or equipment shall be ordered, fabricated or shipped or any work performed until the A/E returns to the Contractor the submittals herein required, annotated "Approved". Will be done at contractor's risk.
6. Where errors, deviations, and/or omissions are discovered at a later date in any of the submittals, the A/E's prior review of the submittals does not relieve the Contractor of the responsibility for correcting all errors, deviations and/or omissions.

#### Record Drawings:

- A. **NOTE TO CONTRACTORS:** All professional seals must be blocked out. Title box complete with Project title and Consultant's names will remain.
- B. The Contractor shall maintain, during the progress of the Work, an accurate record of the Work as actually installed, on Record Drawings, PDF and in ink. These Record Drawings shall be made available to the RIOCLiRo PM upon request.
- C. The Contractor's attention is particularly directed to the necessity of keeping accurate records of all subsurface and concealed work, so that the Record Drawings may contain this information in

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exact detail and location. Drawings should also show all connections, valves, gates, switches, cut-outs and similar operating equipment.

D. Before Substantial Completion payment, the Contractor shall furnish to the RIOC/LiRo PM, one (1) complete set of Record Drawings, in ink, indicating all of the Work and locations as actually installed, plus one (1) Electronic copy of the Record Drawings.

E. Record Drawings shall be of the same size as that of the Contract Drawings, with a 1/2-inch marginal space on three sides and a 2-inch marginal space on the left side.

F. Each Record Drawing shall bear the legend "RECORD DRAWING", in heavy block lettering, 1/2-inch high and contain the following data:

[Cross-References to the Section Number, detail number and paragraph number of the Contract Specifications.]

RECORD DRAWING

Contractor's Name .....

Contractor's Address .....

Made by .... Date .....

Checked by .... Date .....

Commissioner's Representative The LiRo Group, Owner's Representative

G. Record Drawing Title Sheet. The Contractor shall prepare a title sheet, same size as Record Drawings and contain the following:

1. Heading: Roosevelt Island Operating Corporation Facility Contract: [Description of Trade] Contract No.

2. RIOC Contract No.

3. Name of the Project and Location

4. Contractor's Name

5. Record of Changes (A Caption description of work affected, and the date and No. of Change order or other authorization).

6. List of Record Drawings

H. All changes from Contract Drawings shall be conspicuously encircled and identified by change order number, correlating to changes listed on "Title Sheet".

The Contractor shall show within the encircled areas, the Work as actually installed.

I. Bulletins, Operating and Service Manuals. Where the Contractor has submitted prints in the form of technical bulletins, operating and service manuals, or other printed matter, as a shop drawing, having diagrams or drawings thereon, of a material or equipment installed in the Work, it shall furnish three (3) sets thereof, so that the RIOC may have all the necessary information for the proper operation, maintenance and repair of the material and equipment and the ordering of spare parts. All bulletins and operating and service manuals shall be compiled and indexed in the book form for the Contract.

Coordination Drawings/Composite Drawings:

A. Coordination Drawings/Composite Drawings shall be completed by the Contractor within thirty

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(30) days from the Notice to Proceed.

B. Coordination Drawings/Composite Drawings shall be initiated, completed and submitted for distribution, so as not to delay the construction.

Layout and Installation Drawings:

A. Layout and Installation Drawings shall be completed by the Contractor in accordance with the approved schedule.

B. Layout and Installation Drawings, submitted for review by the RIOC/LiRo PM, shall include all utilities, structures, equipment, pipes, valves, fittings, drains, ventilation ducts, all electrical, heating, ventilating and other conduits, electrical cable trays, lighting fixture layouts and circuiting, instrumentation, power supply, alarm circuits, etc., under this Contract.

Operation and Maintenance Manuals:

Two (2) copies of Preliminary Operation and Maintenance Manuals shall be submitted with the shop drawings for each major item of equipment.

Maintenance and Lubrication Schedules:

A maintenance and lubrication schedule for each piece of equipment shall be submitted with the shop drawings. Submission shall be seven (7) copies.

Samples:

Samples and shop drawings, which are related to the same unit of work or Specification Section, shall be submitted at the same time. If related shop drawings and samples are submitted at different times, they cannot be reviewed until both are furnished to the A/E and the RIOC/LiRo PM.

Coordination Drawings Requirements:

A. The General Construction Contractor shall coordinate the installations of the Contract by means of Coordination Drawings, as specified herein. The Coordination Drawings may lack complete data in certain instances, pending receipt of shop drawings, but sufficient space shall be allotted for the items affected. When final information is received, such data shall be promptly inserted on the Coordination Drawings.

B. The General Construction Contractor shall prepare a set of mylar transparencies, indicating equipment and appurtenances, at not less than 3/8-inch scale. The Drawings shall also show beams, ceiling heights, walls, floor-to-floor dimensions, floors, partitions, columns, windows, door and other major architectural and structural features shown on the Drawings. Two sets of prints from the transparencies shall be furnished to the RIOC/LiRo PM to review for conformance with the intent of this Section. Corrections, if required, shall be made to the transparencies.

C. In the preparation of all the Coordination Drawings, Composite Drawings, large scale details, as well as cross and longitudinal sections, shall be made as required, or as directed by the RIOC/LiRo PM, to fully delineate all conditions. Particular attention shall be given to the locations, size and clearance dimensions of equipment items, shafts and similar features. In preparing the Coordination Drawings, minor changes in conduit routings, that do not affect the intended function, may be made as required to avoid space conflicts, when mutually agreed upon, but items may not be resized or exposed items relocated without the RIOC/LiRo PM's approval. No changes shall be made in any wall or chase locations, ceiling heights, door swings or locations, windows or other openings, or other features affecting the function or aesthetic effect of the building. If conflicts or interferences cannot be

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satisfactorily resolved, the RIOC/LiRo PM shall be notified and its decision obtained.

D. Should any problems of coordination require architectural or structural change of design, the change shall be submitted to the RIOC/LiRo PM for resolution.

E. After the General Construction Contractor's set of mylars has been coordinated and all necessary changes have been made, the RIOC/LiRo PM shall hold a final coordination meeting where these Drawings shall then be signed-off by the Contractor, indicating its awareness of, and agreement with, the indicated routings and layouts and their interrelationship with the adjoining or contiguous work. Thereafter, no unauthorized deviations will be permitted and if made without the knowledge or agreement of the RIOC/LiRo PM, will be subject to removal and correction at no additional cost to RIOC.

F. After the final Coordination Drawings have been agreed upon and signed by the Contractor, the General Construction Contractor shall provide and distribute four (4) copies of each to himself and (15) copies to the RIOC, for reference and record purposes. The Contractor desiring additional copies of such Drawings, beyond the basic distribution indicated above, shall arrange and pay for cost of same.

G. The record copies of the final Coordination Drawings shall be retained by the Contractor as a working reference. All shop drawings, prior to their submittal to the RIOC/LiRo PM and the A/E, shall be compared with the Coordination Drawings and developed accordingly by the Contractor responsible. Any revisions to the Coordination Drawings, which may become necessary during the progress of the Work, shall be noted by the Contractor and shall be neatly and accurately recorded on the copies. The Contractor shall be responsible for the up-to-date maintenance of its own record copies of the Coordination Drawings and to keep one copy available at the Site. The Coordination Drawings and any subsequent changes thereto, shall be utilized by the Contractor in the development of its As-built Drawings.

H. No extra compensation will be paid by RIOC to the Contractor for relocating conduit or other material that has been installed without proper coordination between the Contractor and the trades involved.

I. All changes in the Work on the Contract, whether a change in price is given or not, shall be shown on the Coordination Drawings.

J. All work on the Coordination Drawings shall be performed by competent draftsmen, in a clear, legible manner. The RIOC/LiRo PM shall be the sole judge of the acceptability of the Coordination Drawings.

K. Coordination Drawings shall not be used for "As-built" Drawings.

## **Samples**

General:

A. Where required in the Specifications or otherwise requested by RIOC/LiRo PM or A/E, samples of any material to be used and of the finish to be applied in the Work, shall be submitted by the Contractor for approval in accordance with the General Conditions, Article GC 16, Contractor Submissions. Samples shall be of such a nature to fully illustrate the character of the finished work or

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as may be more fully described in the trade Specifications.

- B. Samples shall be furnished so as not to delay fabrication, allowing the A/E and RIOC/LiRo PM reasonable time for the consideration of the samples submitted.
- C. The Contractor shall store and protect large samples and mock-ups until the Project is complete or until a time approved by the RIOC/LiRo PM.
- D. Accepted samples will establish the standards by which the completed Work will be judged.

#### Samples:

- A. Samples shall be of sufficient size or quantity to clearly illustrate the quality, type, range of color, finishes or texture and shall be properly identified.
- B. Samples shall be checked by the Contractor for conformance to the Contract Documents before being submitted to the A/E and the RIOC/LiRo PM and shall bear the Contractor's stamp of approval certifying that they have been checked.
- C. Samples shall be submitted in triplicate and each sample shall be identified with the name and number of the Project, reference to Specification Section, Contract Drawing number, nature of the material, trade name of manufacturer and the location of its intended placement. Written approval shall be obtained, and the work furnished shall conform strictly to the samples approved by the RIOC/LiRo PM. No approval of a sample shall be taken in itself to change or modify any of the requirements of the Contract.
- D. Transportation charges on samples submitted to the RIOC/LiRo PM shall be prepaid by the Contractor. Samples shall be delivered to the RIOC/LiRo PM's field office. If the Contractor requires a sample for its use, it shall notify the RIOC/LiRo PM in writing.
- E. If samples are disapproved, the Contractor shall make all corrections required and shall resubmit the required number of new samples until approval is received.

#### Job Mock-Ups:

Job mock-ups (as required) by the Architect or RIOC's representative shall be constructed on site by the Contractor and only one of each type will be required. Mock-ups shall be constructed only after the individual samples and components used in the mock-up have been approved by the A/E. If a mock-up is not approved, the Contractor shall construct additional ones until approval is received.

#### Samples for Tests:

The Contractor shall furnish such samples of material as may be required for examination and tests. All samples of material for tests shall be taken according to standard methods and as required by the Contract Drawings.

#### Samples of Materials:

The Contractor shall submit to the RIOC/LiRo PM for approval, samples of all materials, in accordance with the specification requirements, as directed by RIOC.

- A. For samples of materials involving electrical work of any nature, see the "General Electrical Requirements".
- B. Samples shall be in triplicate, of sufficient size to show the quality, type, range of color, finish, and texture of the material. However, in addition thereto, after approval, three (3) additional samples showing the material, color and texture of all interior finishes, including the finishes of exposed built-in equipment, trim, glazing, fittings and fixtures, etc., shall also be furnished. The sizes of these additional samples shall be as directed and acceptable to the RIOC/LiRo PM.
- C. Each of the samples shall be labeled, bearing the name and quality of the material, the Contractor's name, date, Contract and Project, and the related Specification or Drawing reference to

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the samples submitted.

D. A letter of transmittal, in triplicate, from the Contractor requesting approval, must accompany all such samples.

E. Transportation charges to the Construction Manager's office must be prepaid on all samples forwarded.

F. Samples for testing purposes shall be in accordance with the requirements of the Specifications.

#### Samples on Display:

When samples are specified to be equal to samples in the office of the RIOC/LiRo PM, they shall be carefully examined by the proposers and by those whom the proposer expects to employ for the furnishing of such materials.

The Approval of Any Samples will be given as promptly as possible, and shall be only for the characteristic, color, texture, strength, or other feature of the material named in such approval, and no other. When this approval is issued by the RIOC/LiRo PM, it is done with the distinct understanding that the materials to be furnished will fully and completely comply with the Specifications, the determination of which may be made at some later date by a laboratory test or by other procedure. Use of materials will be permitted only so long as the quality remains equal to the approved samples and complies in every respect with the Specifications and the colors and textures of the samples on file in the office of the RIOC/LiRo PM for the Project.

The A/E will be the final judge as to acceptability of laboratory test data and performance in service of materials submitted.

Valuable Samples such as hardware, plumbing and electrical fixtures, etc., not destroyed by inspection or test, will be returned to the Contractor and may be incorporated into the Work after all questions of acceptability have been settled, providing suitable permanent records are made as to location of the samples, their properties, etc.

#### Equivalent Quality of Materials:

All materials and equipment, which are designated in the Specifications by a number in the catalog of any manufacturer or by a manufacturer's grade or trade name, are designated for the purpose of describing the article and fixing the standard or the quality and finish. Materials and equipment, which are, in the opinion of the A/E, the equivalent to that specified, will be acceptable.

The submission of any material or article, as the equal of the materials or articles set forth in the Specifications as a standard, shall be accompanied by illustrations, drawings, descriptions, catalogs, records of tests, samples and any and all other information essential for judging the equality to the materials, finish and durability of that specified as standard, as well as information indicating satisfactory use under similar operating conditions.

Where the Specifications provide that the manufacturer's directions are to be used, such printed directions shall be submitted to the Construction Manager.

#### Construction Manager to Select Inspectors:

Except as specifically provided in the Specifications, the Construction Manager and A/E will select and designate all persons, firms, or corporations to make or witness each and every inspection, test or analysis, with or without reports. See also Technical Specifications for certain certifications and

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inspections; in all cases, the Technical Specifications supersede the General Conditions.

The Contractor shall give notice, in writing to the Construction Manager, sufficiently in advance of its intention to commence the manufacture or preparation of materials specially manufactured or prepared for use in or as part of the permanent construction.

Such notice shall contain a request for inspection, the date of commencement and the expected date of completion of the manufacture or preparation of materials. Upon receipt of such notice, the RIOC/LiRo PM will arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials, or it will notify the Contractor that the inspection will be made at a point other than the point of manufacture, or it will notify the Contractor that inspection will be waived.

No Shipping Before Inspection - The Contractor shall comply with the foregoing, before shipping any material.

#### Certificate of Manufacture

When the RIOC/LiRo PM so requires, the Contractor shall furnish to him, authoritative evidence in the form of Certificates of Manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Specifications. These certificates shall include copies of the results of physical tests and chemical analysis where necessary, that have been made directly on the product or on similar products being fabricated by the manufacturer.

When materials or manufactured products shall comprise such quantity that it is not practical to make physical tests or chemical analysis directly on the product furnished, a certificate stating the results of such tests or analysis of similar materials which were concurrently produced may, at the discretion of the Construction Manager, be considered as the basis for the acceptance of such material or manufactured product.

#### **Inspection and Testing**

Testing laboratory services will be performed by a third-party contractor, except as required by the Technical Specifications.

#### Field Testing of Equipment:

##### A. General

1. All equipment shall be set, aligned, assembled and tested in conformance with the approved shop drawings, manufacturer's drawings and instructions, and as indicated in the Specifications.
2. This Contract requires that RIOC's Commissioning Consultant approves all testing of equipment. The Contractor is required to incorporate and conform to the Commissioning requirements.

##### B. Field Tests

1. Upon completion of the installation, request by Contractor to RIOC/LiRo PM for inspection and at a time approved by RIOC, equipment shall be tested by operating it as a unit with all related piping, electrical controls and mechanical operations.
2. All costs in connection with such tests, including all materials, equipment, instruments, labor, etc., shall be borne by the Contractor.

#### Certified Shop Test Reports:

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- A. Each item of equipment or material, for which pressure, head, capacity, rating, efficiency, performance, function or special requirements are specified or implied, shall be tested at the shop of the manufacturer in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents and applicable test codes and standards.
- B. When the Technical Specifications require witness shop tests at the point of manufacture or other approved facility, the only tests, which will be accepted, are those made in the presence of the RIOC or its representative. The Contractor shall give the RIOC/LiRo PM written notice thirty (30) consecutive calendar days in advance of the time when the equipment will be ready for the witness shop tests or for required inspections. This notification shall include a diagram of testing set-up and a list of instruments the manufacturer proposes to use for the tests. All instruments shall be of ranges suitable for the quantities to be measured, with approved laboratory calibration. Seven (7) copies of witness shop test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company, shall be forwarded to the RIOC/LiRo PM for approval.
1. All equipment and material to be witness shop tested shall be identified with serial numbers and/or approved permanent type identification marks.
  2. The RIOC/LiRo PM shall be available on work days (Monday through Friday) to witness shop testing during normal business hours, which are defined herein as an eight-hour period between 7:30 a.m. and 4:00 p.m., with a one-hour break for lunch. In the event dangerous or hazardous conditions exist at the test facility or if adequate lighting has not been provided, the test will be terminated until the conditions are corrected. Witnesses shall be provided with protection from the elements and sanitary facilities, and drinking water shall be available for their use. Testing shall be conducted in the most expeditious manner and it is expected that each day's testing shall start as scheduled. Excessive or repetitious delays will be considered cause for the witnesses to terminate the test and reschedule the witnessing of the tests. All costs, including travel and subsistence expenses, incurred by the RIOC or its representative because of termination of the tests, will be back charged to the Contractor by deducting such costs from payment due for work completed.
- C. When the Technical Specifications do not require witness shop tests of each equipment at the point of manufacture or other approved facility, or when witness shop tests specified in the Technical Specifications are waived by RIOC, seven (7) copies of the manufacturer's actual test data and the interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company, shall be forwarded to the RIOC/LiRo PM for approval.
- D. In the event any equipment or material fails to meet the test requirements, the manufacturer shall make all necessary changes, adjustments and replacements and the tests shall be repeated, at no additional cost to RIOC, until the equipment or material test requirements are acceptable to the RIOC/LiRo PM and A/E.
- E. No equipment or material shall be shipped to the Project until the A/E and RIOC/LiRo PM notify the Contractor, in writing, that the shop test reports are acceptable.

#### Inspection of Manufacturer's Facilities:

The Architect/Engineer and RIOC may inspect the manufacture or fabrication of any material or equipment that will be utilized in the Work. The Contractor shall advise the RIOC/LiRo PM on the state of the progress of the manufacture or fabrication of such material or equipment. Sufficient advance notice shall be given of various stages in the manufacturing or fabrication process, so that the Architect/Engineer and RIOC may schedule inspections of the facility engaged in the performance of the work.

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#### Testing Compliance.

The testing personnel shall make the necessary inspections and tests, and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Specifications, indicating thereon all analysis and/or test data and interpreted results thereof.

Reports. Six (6) copies of the reports shall be submitted and authoritative certification thereof must be furnished to the Construction Manager as prerequisite for the acceptance of any material or equipment.

Rejections. If making any test, it is ascertained by the Construction Manager that the material or equipment does not comply with the Specifications, the Contractor will be notified thereof, and it will be directed to refrain from delivering said materials or equipment, or to promptly remove it from the Site or from the Work and replace it with acceptable material, without cost to RIOC.

Upon rejection of any material or equipment submitted as the equivalent of that specifically named in the Specifications, the Contractor shall immediately proceed to furnish the designated material or equipment.

Cost of Tests Borne by Contractor. Where tests are specifically called for in the Specifications to be made by the Contractor, the cost thereof shall be borne by the Contractor.

The Contractor shall include in the Contract price all testing identified to be done by him, as per the Technical Specifications. The expense of the testing personnel, assigned by the RIOC/LiRo PM or RIOC, shall not be the Contractor's obligation. The Contractor shall reimburse RIOC for expenditures incurred in the making of tests on materials and equipment submitted by the Contractor as the equivalent of that specifically named in the Specifications and rejected for non-compliance.

#### **Acceptance Tests**

##### Governmental Agencies.

All equipment and appliances furnished and installations made under the Contract shall conform to the requirements of the Specifications and shall, in no event, be less than that necessary to comply with the minimum requirements of all governmental agencies having jurisdiction.

##### Notice of Test.

Whenever the Specifications and/or any governmental agency having jurisdiction requires the acceptance test, the Contractor shall give written notice to all concerned of the time when these tests will be conducted.

##### Energy and Water for Tests.

The Contractor will furnish energy and water.

The Contractor shall furnish labor and all other materials and instruments necessary to conduct the acceptance tests at no additional cost to A/E and RIOC.

##### Certificates.

The Final Acceptance, by RIOC or A/E, shall be contingent upon the Contractor delivering to the Construction Manager all necessary certificates evidencing compliance in every respect with the requirements of the agencies having jurisdiction.

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If the results of tests and controlled inspections indicate that the materials or procedures do not meet requirements as set forth on the Drawings or in the Specifications or are otherwise unsatisfactory, the Contractor shall only proceed as directed by the RIOC/LiRo PM. Additional costs resulting from retesting, re-inspecting, replacing of material and/or damage to the work of other trades and any delay caused to the schedule shall be borne by the Contractor.

### **Certificates of Approval**

The Contractor will be responsible for and shall obtain all final approvals for the Work installed under the Contract, in the form of such certificates that are required by all City Agencies having jurisdiction over the Work of the Contract.

All such certificates shall be forwarded to the RIOC/LiRo PM before Final Acceptance of the Work of the Contract.

### **Guarantees**

Additional Guarantees.

In addition to the guarantee of the Work as stipulated in the "Agreement", the Contractor hereby guarantees the portions of the Work indicated by the Specifications, for the periods stated (listed in specifications); said periods to run concurrently with the above guarantee period.

The Contractor shall furnish surety company bonds when required by the Specifications, in the penal amounts indicated.

A. The surety shall be an approved company, duly authorized to do business in the State of New York. The bond shall be in such form as required by the Comptroller and the Commissioner.

The Contractor shall furnish written guarantees for such work as required by the Specifications, in the following form:

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GUARANTEE

PROJECT: \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

SPECIFICATION SECTION NO. and TITLE: \_\_\_\_\_

GUARANTEE TO BE IN EFFECT FROM  
\_\_\_\_\_ TO \_\_\_\_\_

The Contractor hereby guarantees that the work specified under the above Section of the aforesaid Contract will be free from defects of material and/or workmanship for the period (s) indicated above.

The Contractor also guarantees that it will promptly repair, restore, rebuild or replace, whichever may be deemed necessary by CM, any or all defective materials or workmanship of the aforementioned section that may appear within the guarantee period, and any finished work to which damage may occur because of such defects, to the satisfaction of CM, without any cost or expense to CM.

The Contractor hereby agrees to pay to the CM the cost of the repairs or replacements should the CM make the same because of failure of the Contractor to do so.

Contractor

By \_\_\_\_\_

Subscribed and swore to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public

**Inspections by Other City Agencies**

Just prior to Substantial Completion of this Project, the Contractor will file test, with the applicable

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city agencies, of Certificate of Compliance, as required by the Contract Documents, in the Department of Buildings, an application for a Certificate of Occupancy for the structure.

### **Construction Progress Schedule**

This Section includes administrative and procedural requirements for the preparation, submittal, and maintenance of the progress schedule, reporting progress of the Work, and Contract Time adjustments, including the following:

1. Format.
2. Content.
3. Revisions to schedules.
4. Submittals.
5. Distribution.

Refer to the General Conditions and the Agreement for definitions and specific dates of Contract Time.

The above listed Project schedules shall be used for evaluating all issues related to time for this Contract. The Project schedules shall be updated in accordance with the requirements of this Section to reflect the actual progress of the Work and the Contractor's current plan for the timely completion of the Work. The Project schedules shall be used by the Owner and Contractor for the following purposes as well as any other purpose where the issue of time is relevant:

1. To communicate to the Owner the Contractor's current plan for carrying out the Work;
2. To identify work paths that is critical to the timely completion of the Work;
3. To identify upcoming activities on the Critical Path(s);
4. To evaluate the best course of action for mitigating the impact of unforeseen events;
5. As the basis for analyzing the time impact of changes in the Work;
6. As a reference in determining the cost associated with increases or decreases in the Work;
7. To identify when submittals will be submitted;
8. To prioritize the review of submittals;
9. To document the actual progress of the Work;
10. To evaluate resource requirements of the Contractor and the Owner;
11. To facilitate efforts to complete the Work in a timely manner.
12. To document the history of the Work.

#### Definitions:

- A. Construction Schedule: A method of planning and scheduling a construction project utilizing a horizontal bar chart with a separate bar for each major portion of the Work or operation to make the schedule an effective tool for planning and monitoring the progress of the work.
- B. Critical Path: The longest continuous chain of activities through the network at a given data date for the Schedule to a Contract Milestone or Contract Completion. Where the path to a specific Milestone has become negative, the Critical Path shall be the longest continuous chain of activities with the greatest amount of negative float.
- C. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time

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and resources.

1. Critical activities are activities on the critical path.
  2. Predecessor activity is an activity that must be completed before a given activity can be started.
- D. Event: An event is the starting or ending point of an activity.
- E. Milestone: A key or critical point in time for reference or measurement.

Quality Assurance:

A. Construction Scheduler:

1. Contractor is required to employ or retain the services of an individual skilled in construction scheduling ("Construction Scheduler"). The Construction Scheduler shall have at least five years of verifiable experience as the person primarily responsible for preparing and maintaining project schedules on projects of the same or similar size and nature as this project.
2. Should the Construction Scheduler leave the employ of the Contractor or be re-assigned from the project, the Contractor shall submit the qualifications of the proposed replacement Construction Scheduler within 7 days after the date the former Construction Scheduler's responsibilities end on this Project.

B. Scheduling Software:

1. The Contractor shall use the latest version of Microsoft Project as the scheduling software system for use on this Project.

Baseline Schedule:

Preliminary Gantt schedule is to be prepared by the General Contractor and submitted to the Engineer within seven (7) days of award of contract. This schedule is to cover all items of Work from the start of the project up to the completion. This schedule must be revised when the actual schedule of significant items varies more than one week from the proposed schedule.

Construction Schedule Format:

A. Program:

Use Microsoft Project, latest version.

B. Scale and Spacing:

Provide space for notations and revisions.

C. Sheet Size:

To be coordinated with Construction Administrator.

D. Weather Days Allowance:

The Contractor shall include as a separate identifiable activity on the Critical Path of the Construction Schedule, and activity labeled "Weather Days Allowance." Insert this activity immediately prior to the substantial completion milestone.

1. The minimum allowed duration of the Weather Days Allowance shall be calculated as follows (decimals rounded to nearest whole number):

Contract Time	Weather Day Allowance
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$$\frac{(540 \text{ Calendar Days})}{365} \times 7 = 10 \text{ Calendar Days}$$

2. The Contractor shall insert an activity in the Critical Path to reflect weather day occurrences when weather days are experienced. Identify this activity as a weather delay.
3. The Contractor shall reduce duration of Weather Days Allowance activity as weather delays are experienced and inserted into the schedule. Remaining weather days in Weather Day Allowance at completion of project is considered float. Weather delay, when justified, are considered allowable, non-compensable.

Content:

- A. Show complete sequence of construction by activity, with dates beginning and completion of each element of construction.
- B. Identify each item by specification section numbers.
- C. Identify work of separate phases and other logically grouped activities.
- D. Show accumulated percentages of completion of each item, and total percentage of Work completed, as of the first day of each month.
- E. Provide separate schedule of submittal dates for shop drawings, product data, and samples, and dates reviewed submittals will be required from Engineer.
- F. Indicate delivery dates for Owner/Agency furnished products and any products identified as under Allowances.
- G. Indicate critical path with original baseline indicated.

Submittals and Revisions to Schedules:

- A. An initial bar graph schedule is to be prepared by the General Contractor and submitted.
- B. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
- C. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
- D. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect.
- E. Schedules must be revised monthly and when the actual schedule of significant items varies more than seven (7) days from the proposed schedule.
- F. Bi-Weekly schedules must also be prepared for review at progress meetings.
- G. Submit revised Construction Schedules for each Application for Payment.

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H. Submit four (4) copies of the Construction Schedule.

Distribution:

A. Distribute copies of the computer generated schedules to Engineer, Owner, Subcontractors, suppliers, and other concerned parties.

B. Instruct recipients to promptly report, in writing, problem anticipated by projections indicated in schedules.

### **Delivery of Materials**

The Contractor shall furnish to the Construction Manager a copy of each material order, indicating date of order and quantity of material, and shall also notify the Construction Manager when materials have been delivered to the Site and in what quantities.

Manufacturers' containers shall be delivered with unbroken seals and shall bear proper labels.

The Contractor Shall Coordinate Deliveries in order to avoid delay in, or impeding, the progress of the Work.

Stacking. All materials shall be properly stacked in convenient places adjacent to the Site, or where directed, and protected in a satisfactory manner. Stacked materials shall be so arranged as to not interfere with visibility of traffic control devices.

Overloading. If authority is given to store materials in any part of the building area, they shall be so stored as to cause no overloading. The contractor is responsible for any structural damage caused by overloading.

No Interference. If it becomes necessary to remove and restock materials to avoid impeding the progress of any part of the Work or interfering with the work to be done by any other Contractor, the Contractor shall remove and restock such materials at no additional cost to RIOC.

### **Protection Requirements**

The Contractor shall be responsible for protection against vandalism, theft or malicious mischief of all of its work, materials and equipment at all times from the start to Final Acceptance of the Work.

Protection of Property:

A. The Contractor shall be responsible for the preservation and protection, on or adjacent to the Work Site, against damage or injury as a result of its operations under this Contract. Any damage or injury, occurring on account of any act, omission or neglect on the part of the Contractor, shall be restored in a proper and satisfactory manner or replaced by and at the expense of the Contractor to an equal or superior condition than previously existed.

B. In the event of any claims for damage or alleged damage to property as a result of work under this Contract, the Contractor shall be responsible for all costs in connection with the settlement of or defense against such claims. Prior to commencement of work in the vicinity of property adjacent to the Work Site, the Contractor, at its own expense, shall take such surveys, take photographs, or install

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inclinometers, as may be necessary to establish the existing condition of the property. Before Final Payment can be made, the Contractor shall furnish satisfactory evidence that all claims for damage have been legally settled or sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

C. The Contractor expressly undertakes to place upon the Work, or any part thereof, only such loads as are consistent with the safety of that portion of the Work.

#### Fire Protection:

A. The Contractor shall take all necessary precautions to prevent fires at or adjacent to the Work, buildings, etc., and shall provide adequate facilities for extinguishing fires which do occur. No burning of trash or debris will be permitted.

B. When fire or explosion hazards are created in the vicinity of the Work, as a result of the locations of fuel tanks or similar hazardous utilities or devices, the Contractor shall immediately alert the RIOC/LiRo PM of such hazards. The Contractor shall exercise all safety precautions and shall comply with all instructions issued by the RIOC/LiRo PM to prevent the occurrence of fire or explosion.

Chemicals: All chemicals used during Project construction or furnished for Project operation, whether herbicide, pesticide, disinfectant, polymer, or reactant of other classification, must show approval of the EPA and other recognized certifying Agencies. Use of all such chemicals and disposal of residues shall be in strict conformance with regulatory requirements. All liquids should be in the bottle they were sold in for identification purposes.

Explosives: Use of explosives is prohibited.

#### Contractor's Right to Act:

A. In case of an emergency, which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act, without previous instructions from the RIOC/LiRo PM, in a diligent manner. It shall notify the RIOC/LiRo PM immediately thereafter.

B. The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in the "Agreement", "Contract Changes".

#### **Access Roads and Parking Areas**

##### Access Roads:

Access roads shall be in accordance with the Contract Documents. The access roads, used by the Contractor, shall be maintained by the Contractor at all times.

##### Maintenance of Traffic:

A. If the Contractor's operations cause traffic hazards, it shall repair the road surface, provide temporary ways, erect wheel guards or fences, or take other measures for safety, satisfactory to the RIOC/LiRo PM. Repair work necessary after the Contractor's operations should be discussed in advance, when the damage can be anticipated.

B. Detours around construction will be subject to the approval of RIOC. Periods when traffic is being detoured will be subject to the approval of RIOC.

C. Requests for road closings or detours shall be submitted to the RIOC/LiRo PM for approval a minimum of seven (7) days prior to the proposed closing or detour. Requests shall be accompanied by a schedule indicating the duration of closing or detour.

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**Parking Areas:**

Parking of vehicles shall be in accordance with RIOC Requirements.

**Restoration:**

At the completion of the Work, the surfaces of land used for access roads and parking areas shall be restored by the General Construction Contractor, as per the requirements of the Contract Documents. In the absence of specific requirements, the General Construction Contractor shall restore the surfaces to their original condition.

**Traffic Regulations**

The Contractor shall obey all traffic laws and comply with all the requirements, rules and regulations of RIOC.

The Contractor's vehicles and mobile equipment shall adhere to the speed limits posted in the Project area. The General Construction Contractor shall post the necessary speed limit signs.

**Barricades, Warning Signs, and Lights**

The Contractor shall provide (for an extra fee), erect and maintain, as necessary for its work, strong and suitable barricades, danger signs and warning lights along all roads accessible to the public, as required by RIOC, to insure safety to the public. Sufficient barricades shall be erected and maintained to keep vehicles from being driven on or into work under construction.

The Contractor shall provide and maintain such other warning signs and barricades in other areas and around their respective work, as may be required for the safety of all those employed in the Work, operating personnel, or those visiting the Site.

**Dust Control and Spillage**

The Contractor shall take all necessary measures to control dust from its operations.

The Contractor shall remove all spillage of excavated materials, debris or dust from roads by methods as approved by the A/E and the RIOC/LiRo PM.

The General Construction Contractor shall sprinkle calcium chloride at locations and in such quantities and at such frequencies as may be required to control dust, as per regulatory agency standard.

**Vermin Control**

All piping, conduit, etc., passing through walls, floors, ceiling, and/or other solid construction, shall be sealed to prevent the passage of vermin. Seals shall be made by means of rock wool or other approved inert materials, packed sleeves or other approved construction.

**Layout**

The location of the Work is shown on the plans.

A. The Contractor for General Construction work shall lay out the proposed Work correctly and shall be responsible for any damage caused RIOC, due to incorrect laying out of the Work.

B. The Contractor for General Construction work shall verify all grades, lines, levels and dimensions as shown on the Drawings and it shall report any errors or inconsistencies in them to the RIOC/LiRo PM before commencing work.

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C. Existing or new control points, property markers and monuments that will be or are destroyed during the normal course of construction shall be reestablished by the General Construction Contractor and all reference ties recorded therefore shall be furnished to the RIOC/LiRo PM. All computations, necessary to establish the exact position of the Work, shall be made and preserved by the General Construction Contractor.

D. The RIOC/LiRo PM may check all or any portion of the Work and the Contractor shall afford all necessary assistance to the RIOC/LiRo PM in carrying out such checks. Any necessary corrections to the Work shall be immediately made by the General Construction Contractor. Such checking by the RIOC/LiRo PM shall not relieve the General Construction Contractor of any responsibilities for the accuracy or completeness of his work.

All Other Work:

A. The Contractor is responsible for layout of its work including, but not limited to, substructures, foundations, manholes, utility lines and equipment pads, based upon the reference lines and grades established herein.

B. The Contractor shall keep neat, legible notes of all measurements and calculations made by him, while surveying and laying out the Work.

C. Two copies of all notes and other records shall be furnished to the RIOC/LiRo PM monthly. Furnish complete notes upon Final Completion.

### **Cutting and Patching**

The following is in addition to the requirements identified in the Technical Specifications:

Contractor Requirements:

A. Contractors shall perform all cutting and patching necessary for the Work of the Contract, in accordance with the requirements of the Drawings and Specifications. Work performed by another Contractor shall not be cut or altered without the approval of the Architect/Engineer and RIOC.

B. Before doing any cutting, the Contractor shall obtain the approval of the RIOC/LiRo PM as to the location, size, and method of making such openings.

C. All cutting and rough patching, as defined by the RIOC/LiRo PM, will be performed by the Contractor, unless otherwise specified in the Technical Specifications or shown on the Drawings. All finish patching shall be performed by the General Construction Contractor.

D. All cutting shall be performed in such a manner as to limit the extent of patching.

E. All patching shall be done in a manner to match the surrounding existing surfaces as closely as possible.

F. All painted surfaces, which are patched, shall have the patch painted to match the existing wall surfaces as closely as possible. The A/E shall be the sole judge of the color/texture match of the finish.

G. All holes cut through concrete walls or slabs shall be core drilled, unless otherwise specified or shown. No structural members shall be cut without approval of the RIOC/LiRo PM and Structural Engineer and all such cutting shall be done in a manner directed by them. No holes, except for small screws, may be drilled in beams or other structural members, without obtaining prior approval. All work shall be done in a neat manner by mechanics skilled in their trades and as approved.

H. The Contractor shall install sleeves, for their work, for all pipes and conduits passing through any wall or floor slab.

Errors and Omissions:

A. Details and procedures are as stipulated in Paragraph "A" of this Article. The Contractor responsible for errors or omissions will be responsible for all costs associated with cutting and

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patching.

### **Openings and Chases**

The General Construction Contractor shall provide all openings and chases in its work, to fit its own work. All such openings or chases shown on the Contract Drawings, or reasonably implied thereby, or as consumed or modified by shop drawings approved by the A/E, shall be provided by the General Construction Contractor.

Where equipment frames or supports are to be installed as integral parts of an opening, the opening frames or supports shall be furnished and installed by the Contractor installing the equipment.

Any cost resulting from correction and defective, ill timed, or mislocated work, or for subsequent work, which becomes necessary because of omitted openings, chases, frames, etc., shall be borne by the Contractor responsible therefore, to this end, no Contractor shall arbitrarily cut, drill, alter, damage, or otherwise endanger the work of another Contractor. The nature and extent of any corrective or additional work shall be subject to the approval of the RIOC, following consultation with the Contractor involved.

### **Sleeves, Inserts and Wall Castings**

The Contractor shall furnish and install in place, conduits, outlets, piping, sleeves, boxes, inserts, and other materials and equipment necessary to be built into the Work, as soon as the requirements of the Progress Schedule require them. The Contractor shall cooperate fully in connection with the performance of the above work, as cutting into new work is neither contemplated nor will it be tolerated.

In the event timely delivery of sleeves or other materials cannot be made, if approved by the RIOC/LiRo PM, and to avoid delay, the affected Contractor shall arrange to have boxes or forms set at locations where piping or other material is to pass through or in slabs, walls or other work. Upon subsequent installation of sleeves or other material, the General Construction Contractor shall fill around them with materials as required by the Contract. Necessary expenditure incurred for boxing out or filling shall be borne, without extra costs to RIOC, by the Contractor responsible therefore.

### **Scaffolding, Rigging and Hoisting**

The Contractor shall furnish all adequately designed scaffolding, rigging, hoisting and services necessary for erection and delivery or removal of any equipment and apparatus under its Contract, up to 20 feet high, when the Trust's lift is not available or useable. The Contractor shall remove same from work involved when no longer required. The Contractor involved in this type of activity shall take all precautions to prevent accidents or damage to persons or property about the work involved and shall erect and maintain proper warning signs and guardrails, barricades, etc. In the event of the Contractor's negligence, it shall indemnify the RIOC/LiRo PM and RIOC against all claims, suits, damages and judgments, including counsel fees and disbursements incurred in the defense of any action to which it may be subjected by reason of such negligence.

### **Cleaning**

Rubbish Removal and Cleaning: The General Construction Contractor shall remove from the Project and dispose of all debris and rubbish resulting from the Work, at least once a week and more often, if

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same interferes with the Work under the Contract, plant operations or presents a fire hazard. All debris and rubbish shall be removed from the property and legally disposed of. The Contractor shall be responsible for consolidating all debris and rubbish, resulting from its work, to one location in its work area. During course of demolition or new construction, the General Construction Contractor shall maintain, and keep free of debris or building material, required egress in accord with Fire Safety Regulations.

The Contractor shall sweep up and deposit at a location, designated by the RIOC/LiRo PM, all of its rubbish, debris and waste materials as it accumulates and when directed by the RIOC/LiRo PM.

The Contractor for General Construction work shall be responsible for the removal of all rubbish, etc., from the Site of the Project. It shall remove from the designated locations all piles of rubbish, debris and waste material as they accumulate and when directed by the RIOC/LiRo PM, and shall cart them away from the Site of the Project. It shall employ, and keep engaged for this purpose, an adequate force of laborers.

The Contractor shall remove from the Site all surplus materials when there is no further use for same.

At the conclusion of the Work, all erection, plant, tools, temporary structures and materials belonging to the Contractor shall be promptly taken away by the Contractor.

RIC's Right to Clean: Should the Contractor fail, refuse or neglect to remove rubbish and waste materials and obligation to do so, the RIOC/LiRo PM shall remove and dispose of the said rubbish, waste materials and temporary work, clean the building and premises and deduct the cost thereof from any money due, or to become due, the Contractor under this Contract.

#### **Piping and Equipment Identification**

The Contractor shall furnish and install all components of the system for identification of piping and equipment, as specified. The system shall include the placing of identification signs, direction- of-flow arrows, identification tags, etc., on plant piping, equipment and structures. The General Construction Contractor shall paint the equipment and piping in the colors specified.

#### **Operation and Maintenance Manuals**

Contract requirements stipulate time limitations for submittal and approval of operation and maintenance manuals. See Division 1, Specific Requirements of the Technical Specifications, for specific requirements.

#### **Progress Photographs**

For the purposes of documenting work, when requested by LiRo, the Contractor shall utilize the services of a competent photographer, who shall take photographs showing the progress of the Work. The technician should be able to take these pictures, label them, store them, and email as needed.

#### **Project Closeout**

Specific Requirements and other provisions of the Technical Specifications stipulate requirements for Project closeout. Items such as final cleaning, lubrication, survey, spare parts and special tools, equipment start-up services and other items specified are included. Final Payment will be contingent upon the Contractor complying with these requirements.

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## **Logistics, and Vehicle Information**

Roosevelt Island Operating Corporation Logistics

- A. Oversized Deliveries & Vehicles - Any oversized deliveries or vehicles which do not meet the lift bridge height and weight restrictions must be brought to the Island via barge or other approved method at the cost to the contractor.
- B. Visitors - Visitors are permitted to bring vehicles onto the Island ONLY upon formal request and clearance from RIOC/LiRo Point of Contact. Vehicle Access Request must be sent via email to Point of Contact no less than 24 hours prior to arriving. Request must include name of individual(s), name of company, purpose of visit, time of arrival and vehicle information (make, model, year, color and license plate number). Failure to provide this information 24 hours prior to the visit may result in denial of access to the Island. Upon request, all contractor /subcontractor employees must present identification to RIOC PSD.
- C. Vehicles - There are limited provisions parking of personal or non-commercial vehicles on the island. Contractors on island for more than 3 months need to submit a Vehicle Permit Request. In the event that a vehicle pass has been misplaced a new pass will be issued at a cost to the subcontractor and the old pass' specific number will be null and void. If such null and void vehicle pass is found being used in addition to the two (2) passes, the Contractor's vehicle privileges will be revoked.
- D. Vehicle Access - Contractors must submit a Vehicle Access Permit application for company vehicle access on the Island. Upon approval, a permit hang tag will be issued to the contractor. No company vehicles are allowed on the Island without prior permission from RIOC/LiRo.
- E. Deliveries - Delivery of materials or equipment to the Island must be coordinated and approved by LiRo Point of Contact, via email. Notice must be provided no less than 24 hours prior to arriving. Notification must include name of individual(s), name of company, purpose of visit, time of arrival and vehicle information (make, model, year, color and license plate number). This information will be provided to RIOC PSD. Failure to provide this information 24 hours prior to the visit may result in denial of access to the Island. The contractor shall be responsible for all material deliveries to the Island. RIOC and LiRo are not responsible for any misplaced, lost or stolen property.
- F. Island Speed Limits - The character of Roosevelt Island Operating Corporation is to be a pedestrian friendly place. All authorized vehicles must yield to pedestrians. The enforced safe driving speed limit on Roosevelt Island Operating Corporation is 15mph. Traffic rules must be followed.
- G. Island Access/Egress Routes - Contractors must comply with RIOC PSD's direction when accessing and exiting the Island.
- H. Emergencies - In the event of an emergency, use the attached Emergency Notification form to contact 911 and on RIOC PSD.
- I. Additional Permits - In addition to the above, approval must also be requested for the following work and accommodations:
  1. Tree Removal Permit - The Island's tree population is maintained under the joint oversight of state and city agencies. Accordingly, prior to the removal or alteration of any tree, a "Tree Removal Permit" must be completed by the contractor and approved by LiRo and RIOC.
  2. Real Estate Request form - Prior to using space in any building or structure for the storage of equipment or materials, or as a temporary office, a "Real Estate Request form" must be completed by the contractor and approved by LiRo and RIOC.
  3. Hot Work Permit - Prior to any hot work (i.e., riveting, welding, flame cutting or other fire or spark producing operation), a "Hot Work Permit" must be completed by the contractor and approved by LiRo and RIOC.
  4. Weekend Work form - Prior to scheduling weekend work, a "Weekend Work form" must be completed by the contractor and approved by LiRo and RIOC.

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**SECTION 4 - BONDING REQUIREMENTS**

Contractor must deliver to RIOC an original Payment & Performance Bond for the full value of work and a Labor and Materials Bond for an amount not less than one hundred percent (100%) of the materials payment (for payment to all persons furnishing materials in connection therewith) for not less than one hundred percent (100%) of the Contract amount. These bonds shall be issued by an “A” rated Surety Company and shall stipulate that they are for this Contract and that they will remain in effect for the duration of the Contract.

**SECTION 5 – INDEMNITEES**

The following are additional Indemnitees under Section 13 of Schedule A: [REDACTED].

**SECTION 6 - ADDITIONAL INSUREDS**

The following shall also be named as additional insureds on the Contractor's Commercial General Liability Insurance and Automobile Liability Insurance, in addition to those listed under Section 14 of Schedule A: [REDACTED].

**SECTION 7 - KEY PERSONNEL**

The Contractor shall assign the following key personnel to performance of the Work: [REDACTED]. The Contractor shall not change its key personnel without RIOC's written consent, which may be granted or withheld in RIOC's sole discretion.

**SECTION 8 – MILESTONES**

[REDACTED]



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All hours billed must be supported by copies of actual timesheets signed by Contractor's employee, his or her respective supervisor, and approved by a RIOC project manager.

Retainage of **TEN percent (10%)** will be withheld from all payments until Substantial Completion of the Work. It is within RIOC's sole determination as to what constitutes Substantial Completion of the Work as well as what constitutes Reasonable Estimated Costs to correct or complete incorrect items of Work. When the Work has reached Substantial Completion to RIOC's satisfaction, RIOC shall pay the Contractor the retainage, if any, less two times the Reasonable Estimated Cost to correct or complete incorrect or incomplete items of Work. Final payment of such withheld sum shall be made upon correction or completion of such items and Final Completion of all Work.

There is no obligation whatsoever on the part of RIOC to pay any amounts beyond those stated above. The Contractor shall have no claim to any additional amounts except as expressly authorized by written Change Order executed by RIOC.

## **SECTION 2 - ADJUSTMENTS OF CONTRACT SUM**

If any Work required by the Contract Drawings and Specifications in their present form shall be countermanded or reduced, the President/Chief Executive Officer of RIOC shall have full authority on behalf of both parties to make such adjustment by way of reduction in the Contract Sum as the President/Chief Executive Officer may in his or her sole discretion deem equitable and reasonable, and in making such adjustment, no allowance to the Contractor shall be made for anticipated profits.

## **SECTION 3 - COMPENSATION FOR EXTRA WORK**

The President/Chief Executive Officer of RIOC (or his/her designee) shall have authority to agree in writing (via Change Order) with the Contractor on behalf of the RIOC upon lump sum or other compensation for Extra Work.

If the Change Order provides for an adjustment to the Contract Sum, the President/Chief Executive Officer of RIOC (or his/her designee) shall determine the method of such adjustment based on one of the following:

- 1) Mutual acceptance of a lump sum, or time & materials, with costs properly itemized and supported by sufficient substantiating information to permit evaluation as deemed appropriate by RIOC. Itemized support for Change Orders shall be submitted for Extra Work (whether performed by Contractor directly or through a subcontractor) as follows:
  - a. Materials shall be itemized;
  - b. Equipment shall be itemized;
  - c. Labor shall be per project-specific Prevailing Wage Schedule;
  - d. Overhead and Profit shall include all applicable bonds, insurances and taxes.
- 2) Unit prices stated in the Contract documents or subsequently agreed upon.
- 3) Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

Overhead and Profit combined, shall be determined as follows:

- 1) For any work performed by Contractor: ten percent (10%) of the cost;
- 2) For any work performed through a subcontractor: five percent (5%) of the cost to Contractor,

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- and ten percent (10%) of the cost to the subcontractor;
- 3) Additional costs to which Overhead and Profit is to be applied shall be limited to the following:
    - a. Cost of materials, including applicable taxes and cost of delivery;
    - b. Rental value of equipment and machinery.

#### **SECTION 4 - COMPENSATION FOR PREMIUM TIME**

Where the Vice President of Operations (or his/her designee) directs that the Contractor perform Work at times other than those elsewhere specified in the Contract, and the Contractor directly or through a subcontractor is obligated by the provisions of its applicable collective bargaining agreement to pay premium time rates for such Work, then the Contractor shall be compensated for the cost differential between regular time rates and premium time rates at an amount equal to the total of the following:

1. For premium time rates paid by the Contractor to its own forces, an amount equal to the premium time portion of the salaries and wages which the employer is required to pay and actually pays to its employees pursuant to the terms of its applicable collective bargaining agreement for the overtime period or periods described above, plus a proper proportion, if any, computed upon the basis of premium time salaries and wages of (1) taxes actually paid by the employer pursuant to law, (2) vacation allowances, other fringe benefits and union dues and assessments which the employer actually pays pursuant to contractual obligations, and (3) increased premiums paid by the Contractor plus five per cent (5%) of such premium portion.
2. For premium time rates paid by a subcontractor, an amount equal to the premium time portion of the salaries and wages which the employer is required to pay and actually pays to its employees pursuant to the terms of its applicable collective bargaining agreement for the overtime period or periods described above, plus a proper proportion, if any, computed upon the basis of premium time salaries and wages of (1) taxes actually paid by the employer pursuant to law, (2) vacation allowances, other fringe benefits and union dues and assessments which the employer actually pays pursuant to contractual obligations, and (3) increased premiums paid by a subcontractor plus five per cent (5%) of such premium portion, plus two per cent (2%) of the foregoing cost.

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## SCHEDULE C

### **SECTION 1 - DEFINITIONS UNDER ARTICLE 15-A REGULATIONS**

The following definitions set forth in Executive Law Article 15-A are provided to the Contractor for ease of reference only:

1. "Certified business" shall mean a business verified by New York State as a minority or women owned business enterprise pursuant to Section 314 of the Executive Law.
2. "Minority group member" shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:
  - a. Black persons having origins in any of the Black African racial groups;
  - b. Hispanic persons of Mexico, Puerto Rican, Dominican, Cuban, Central or South American 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 America;
  - d. Asian and Pacific Islander persons having origins in any of the Far East countries, Southeast Asia, the Indian subcontinent or the Pacific Islands.
3. "Minority-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is:
  - a. at least fifty-one percent owned by one or more minority group members;
  - b. an enterprise in which such minority ownership is real, substantial and continuing;
  - c. an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;
  - d. an enterprise authorized to do business in this state and independently owned and operated;
  - e. an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a "personal net worth" (as defined in subdivision 19 of Section 310 of the Executive Law) that does not exceed three million five hundred thousand dollars, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and
  - f. an enterprise that is a "small business" pursuant to subdivision 20 of Section 310 of the Executive Law.
4. "Women-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is:
  - a. at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;
  - b. an enterprise in which the ownership interest of such women is real, substantial and continuing;
  - c. an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;
  - d. an enterprise authorized to do business in New York State and independently owned and operated;
  - e. an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a "personal net worth" (as defined in subdivision 19 of Section

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310 of the Executive Law) that does not exceed three million five hundred thousand dollars, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and

- f. an enterprise that is a “small business” pursuant to subdivision 20 of Section 310 of the Executive Law.

## **SECTION 2 - DEFINITIONS UNDER ARTICLE 17-B REGULATIONS**

The following definitions set forth in Executive Law Article 17-B are provided to the Contractor for ease of reference only:

“Certified service-disabled veteran-owned business enterprise” shall mean a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is:

1. at least fifty-one percent owned by one or more service-disabled veterans;
2. an enterprise in which such service-disabled veteran ownership is real, substantial, and continuing;
3. an enterprise in which such service-disabled veteran ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;
4. an enterprise authorized to do business in this state and is independently-owned and operated;
5. an enterprise that is a small business which has a significant business presence in the state, not dominant in its field and employs, based on its industry, a certain number of persons as determined by the director, but not to exceed three hundred, taking into consideration factors which include, but are not limited to, federal small business administration standards pursuant to 13 CFR part 121 and any amendments thereto; and
6. certified by the Office of General Services.