



**Roosevelt Island
Operating Corporation**
of the State of New York
591 Main Street
Roosevelt Island, NY 10044
(212) 832-4540
www.rioc.com

David A. Paterson
Governor

Stephen H. Shane
President
Chief Executive Officer

Kenneth A. Leitner
Vice President
General Counsel

Fernando Martinez
Vice President
Operations

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**ROOSEVELT ISLAND OPERATING CORP.
STATE OF NEW YORK
REQUEST FOR PROPOSAL**

**RFP# 10-24778
GOOD SHEPHERD COMMUNITY CENTER
HVAC REPLACEMENT**

February 22, 2010

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT

I. Statement of Purpose

The Roosevelt Island Operating Corporation (RIOCC) State of New York, a Public Benefit Corporation, is progressing projects from the Board approved capital management plan. This project consists of site, grading and drainage improvements to replace the existing pavers, sub-base, trench drains, concrete sidewalks, curbs and lighting of the plaza surrounding the Good Shepherd Community Center.

The project execution MUST be planned and phased in order to provide continuous beneficial and safe use of the Community Center during construction.

II. Scope of Work (includes but is not limited to):

- 1. General Conditions**
 - a. Project management and coordination
 - b. site security and protection
 - c. waste disposal
- 2.** Removal of existing water two-zone air conditioning system and cooling tower
- 3.** Installation of a two new split system air conditioners
- 4.** Limited sprinkler pipe replacement
- 5.** Electrical distribution improvements
- 6.** Fire alarm modifications
- 7.** Installation of a new condensing boiler
- 8.** Connection to public gas service
- 9.** Cleaning of existing duct work
- 10.** Removal of lead and asbestos containing materials associated with mechanical / electrical / and plumbing work (less than 10 square feet).
- 11.** Installation of concrete pavement and fencing at air condensing units
- 12.** Reconfiguration and replacement of the existing domestic and fire protection water service entrance supply meters and backflow prevention

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
CONSTRUCTION DRAWING LIST

Issued for Bid: - February 22, 2010

Sheet No.	Drawing No.	Drawing Title
1.	--	COVER
2.	C-201.00	SITE PLAN AND DETAILS
3.	E-101.00	CELLAR ELECTRICAL DEMOLITION PLAN
4.	E-102.00	TOWER ELECTRICAL DEMOLITION PLAN
5.	E-401.00	CELLAR ELECTRICAL PLAN
6.	E-402.00	LOWER LEVEL ELECTRICAL PLAN
7.	E-403.00	TOWER ELECTRICAL PLAN
8.	E-901.00	ABBREVIATIONS, LEGENDS & RISERS
9.	E-902.00	SCHEDULES & RISERS
10.	M-101.00	CELLAR & LOWER LEVEL MECHANICAL DEMOLITION PLAN
11.	M-102.00	BELL TOWER HVAC MECHANICAL DEMOLITION PLAN
12.	M-301.00	CELLAR HVAC PLAN
13.	M-302.00	LOWER LEVEL HVAC PLAN
14.	M-303.00	MAIN CHURCH LEVEL HVAC PLAN
15.	M-304.00	BUILDING ELEVATION
16.	M-305.00	TOWER HVAC PLAN
17.	M-901.00	DETAILS & SCHEMATICS
18.	M-902.00	DETAILS & SCHEMATICS
19.	M-903.00	ABBREVIATIONS, LEGENDS & SCHEDULES
20.	P-301.00	PLUMBING SITE AND CELLAR FLOOR PLAN
21.	P-302.00	CELLAR PLUMBING PLAN
22.	P-901.00	PLUMBING DETAILS
23.	FA-401.00	FIRE ALARM PLAN
24.	SP-301.00	CELLAR SPRINKLER PLAN

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
TECHNICAL SPECIFICATIONS LIST

Issued for Bid: - February 22, 2010

TABLE OF CONTENTS

01100 – SUMMARY
01290 – PAYMENT PROCEDURES
01310 – PROJECT MANAGEMENT & COORDINATION
01330 – SUBMITTAL PROCEDURES
01500 – TEMPORARY FACILITIES & CONTROL
01731 – CUTTING AND PATCHING
01732 – SELECTIVE DEMOLITION
01733 – ASBESTOS REMOVAL AND DISPOSAL
01734 – LEAD REMEDIATION
01770 – CLOSEOUT PROCEDURES
01782 – OPERATIONS AND MAINTENANCE DATA
01820 – DEMONSTRATION AND TRAINING
09254 – GYPSUM WALLBOARD SYSTEM
09913 – PAINT

211300 – SPRINKLER AND STANDPIPE PIPING
211313 – SPRINKLER SYSTEMS

220010 – SCOPE OF WORK
220020 – EXCAVATION, TRENCHING, BACKFILLING AND GRADING
220529 – HANGERS AND SUPPORTS
220553 – TAGS, CHARTS AND IDENTIFICATION
220576 – DRAINAGE
220700 – INSULATION
220800 – TESTS
221100 - PLUMBING PIPING
221118 - WATER DISTRIBUTION
221120 – VALVES

230010 – BASIC HEATING, VENTILATING & AIR CONDITIONING REQUIREMENTS
230529 – SUPPORTS AND ANCHORS
230550 – VIBRATION ISOLATION
230553 – MECHANICAL IDENTIFICATION
230593 – CLEANING AND TESTING
230594 – BALANCING OF SYSTEMS
230595 – HVAC DUCT SYSTEM CLEANING
230719 – THERMAL INSULATION
230924 – AUTOMATIC TEMPERATURE CONTROL SYSTEM
233113 – METAL DUCTWORK
235223 –CONDENSING BOILER
237313 – AIR HANDLING UNITS

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
TECHNICAL SPECIFICATIONS LIST

- 237314 – CONDENSERS
- 238239 – UNIT HEATERS
- 260010 – SPECIAL REQUIREMENTS
- 260519 – WIRING SYSTEMS
- 260529 – FASTENERS, ATTACHMENTS, AND SUPPORTING DEVICES
- 260532 – RACEWAYS, FITTINGS, AND ACCESSORIES
- 260534 – OUTLET, JUNCTION, AND PULL BOXES
- 262416 – PANELBOARDS
- 262726 – WIRING DEVICES
- 262812 – SAFETY SWITCHES
- 262813 – OVERCURRENT PROTECTIVE DEVICES CIRCUIT BREAKERS AND FUSES
- 265110 – INTERIOR AND EXTERIOR BUILDING LIGHTING
- 265111 – LAMPS, BALLASTS & ACCESSORIES

- 283105 – FIRE DETECTION AND ALARM SYSTEM

- 321300 – CAST IN PLACE CONCRETE
- 323129 – FENCE AND GATES

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SPECIAL INSTRUCTIONS TO BIDDERS

1. **Bids due on Monday, the 5th day of April, 2010 no later than 3:00 pm:** Bids in triplicate, must be placed in a sealed envelope marked: Roosevelt Island Operating Corp. ATTN: Purchasing Manager RFP# 10-24780, 591 Main Street, Roosevelt Island, NY 10044.
2. **Register Your Intent to bid:** Interested bidders **MUST** register their intent to bid via e-mail with Rudolph Rajaballey Purchasing Dept. Roosevelt Island Operating Corporation Rrajaballey@rioc.com. Include your company name, address and phone numbers, name of primary contact, and e-mail address. Failure to register at least one week before the bid due date will result in disqualification of the bid.
3. **Plans and Specifications:** Interested bidders must make arrangements to purchase plans and specifications from Queens Progress Reprographics, 10-64 Jackson Avenue, L.I.C., NY 11101, 718- 784-1792 phone, 718-784-0391 fax, or e-mail csr.queens@nrinet.com. The main contact is Manny, their production manager. Plans and specifications **\$55.00 per set**. You should contact them ahead of time if you intend to pickup. Arrangements can also be made to mail the plans and specs if prepaid by credit card.
4. **Pre Bid Meeting and Site Visit will held on Friday the 5th day of March, 2010 at 2:00 PM.** Location: Good Shepherd Community Center, 543 Main Street, Roosevelt Island, NY 10014. The meeting is voluntary BUT strongly recommended.
5. **Requests for Information-** bidders' written RFIs must be sent via E-mail to Rrajaballey@rioc.com . RIOC will not be held responsible for any oral inquiries. Include the RFP Number and Project Title in the subject line. **Cut off date for RFIs will be Friday 19th day of March, 2010.**
6. Site inspections before or after the formal pre bid meeting can be arranged by contacting Thomas Turcic, Robert Green or Santo Verta @ 212-832-4533, 35, 36.
7. Prices quoted in the Bid shall be guaranteed for a period of sixty days (60) after the Bid due date herein specified. No Bid Bond is required, but failure to honor a quotation will result in disqualification from future bidding with RIOC.
8. **Successful bidder will be required to execute a ROOSEVELT ISLAND OPERATING CORPORATION STANDARD FORM CONTRACT FOR CONSTRUCTION. Sample contract is attached and should be carefully reviewed prior to bid**
9. **All RIOC capital projects are "prevailing wage". Contracts awarded for projects in excess of \$50,000.00 will require the contractor to submit a certified payroll with each of their invoices.**
10. **Insurance:** Bidders to include all insurance costs as indicated in Schedule A, Section 11 of the sample contract.
11. **All bid form items must be completed with costs.**
12. **Bidder are required to** include a proposed schedule start date (after 5/10/10) and completion date. The bidder's proposed schedule start and completion dates will be considered when evaluating bids prior to award. **When RIOC enters into contract with the successful bidder, the proposed dates will be reviewed and adjusted by mutual agreement. The agreed upon dates will become the "contract time for the completion of the work". Failure to complete the project on time per Section 5 and 6 of the Contract may result in Liquidated Damages and this requirement will be listed in the Contract under Scope of Work and Additional Terms.**

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SPECIAL INSTRUCTIONS TO BIDDERS

13. Bidders are advised that Roosevelt Island Operating Corporation is a State Agency and is *EXEMPT from Sales and other taxes imposed by Local, State and Federal Law*. RIOC Employer ID No. 13-3317974
14. Bidders shall at their own expense examine the Site of the proposed work as well as all adjacent areas and seek other usual sources of information regarding Site conditions. Bidder will conclusively be presumed to have knowledge of any and all conditions on, about, below or above the Site relating to or affecting in any way the performance of the Work to be done under the Contract which were or should have been indicated to a reasonably prudent bidder.
15. Prospective Bidders shall examine the Bidding Documents carefully and shall make a written request to RIOC (per paragraph 4 above) for an interpretation or correction of any ambiguity, inconsistency or error therein which should be discovered by a reasonably prudent bidder. Any such interpretation, correction or additional provisions RIOC shall decide to include in or delete from any Bidding Document shall be issued in writing as an addendum, which shall be sent by e-mail or fax to each organization recorded as having received a copy of the Bidding Documents. Bidders will not rely on oral statements from representatives of RIOC, the Owner's Representative, the Owner's Engineer or others.
16. Successful bidders must have the financial ability to provide a Payment and Performance Bond for the full value of the base bid, ALL alternates, and/or addendum as shown on the bid form.
17. Upon written notification to successful bidder, bidder must deliver to Roosevelt Island Operating Corp. an original Payment & Performance Bond for value of work as described in the Notice to Proceed letter in no more than 14 calendar days from the date of the NTP letter.
18. Bids will be evaluated on cost (50%), experience (30%), schedule (10%) and M/WBE contract percentage (10%). RIOC is a New York State Agency and wishes to maximize participation of Certified Minority and Women Owned Business Enterprises (M/WBE). Certified M/WBE general contractors and the use of Certified M/WBE subcontractors will be viewed favorably when evaluating bids. Bidders should indicate the percentage of the total contract price assignable to M/WBEs.
19. Roosevelt Island Operating Corporation reserves the right to cancel or suspend, change, modify, alter and re-evaluate the overall scope of work as necessary without any obligation or liability on the part of the owner. The Corporation reserves the right to make no award and no bidder shall have recourse against the Corporation for any costs associated with bidding.
20. Scope, phasing and progression of work to be determined by the Roosevelt Island Operating Corporation prior to commencement of work.
21. **Bidders are required to** attach a 'Professional/Corporate Resume' of completed work, identifying at a minimum – Project Name – Cost of Work Completed – Type of Work – Commencement Date – Completion Date – Client/Owner – Client/Owner Address – Contact Telephone Number.
22. Please note that all bids/proposals are subjected to Executive order 127, Providing for Additional State Procurement Disclosure. Note further that all bids/proposals must be accompanied by a Contractor Disclosure of Contacts Form, which is available at www.rioc.com. Guidelines on Executive Order 127 are available on the Office of general Services website at www.ogs.state.ny.us. Tax Law Section 5-a, which was added to the Tax Law under part N of Chapter 60 of the laws of 2004, imposed upon certain contractors the obligation to certify whether or not the contractor, its affiliates, its subcontractors and affiliates of the subcontractors are required to register to collect state sales and compensating

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SPECIAL INSTRUCTIONS TO BIDDERS

use tax. Where required to register, the contractor must also certify that it is, in fact, registered with the Department of Taxation and Finance (“DTF”). Tax Law Section 5-a applies to all contracts in excess of \$15,000 for the sale of goods or services as defined in Article XI of the State Finance Law and/or tangible personal property or taxable services as defined by the Tax Law. Pursuant to Tax law section 5-a, contractors will be required to complete and sign, under penalty of perjury, the Contractor Certification Form ST-220. Contractors must also submit a copy of the certification of authority, if available, for itself, and affiliates, and any subcontractors and any affiliates of subcontractors required to register to collect state sales tax and compensating use tax, if the Certification of Authority are unavailable, the contractor, affiliate, subcontractor or affiliate must represent that it is registered and that it has confirmed such status with the DTF. Publications 222, Question and Answers Concerning Tax Law section 5-a: Form ST-220 Contractor Certification, Frequent Asked Questions, Questions regarding the scope and applicability of Tax Law Section 5-a should be directed to: Department of Taxation and finance 1-800-972-1233. Compliance with New York State’s State Finance law Section 139-j, is made part of all solicitation packages in compliance with the lobbying law. For additional information, all Bidders/Proposes are urged to contact the New York State Office of General Services at (518)474-5607 or access their website at

<http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/forms/form5.rtf>

23. Submission of a Proposal will constitute a representation by the Proposer that the Proposer has complied with the requirements of this RFP; that the Proposal is premised upon performing and furnishing the Work required by the RFP Documents in accordance with all terms and conditions of the Documents; that the Proposer has given RIOC written notice of all conflicts, errors, ambiguities, discrepancies and other deficiencies that the Proposer has discovered in any RFP Documents and the written responses thereto contained in the Addenda are acceptable to the Proposer; that the RFP Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work; that the Proposer is prepared to execute the Design/Build Agreement and the Operating Agreement on the terms set forth in the Proposal; that the information provided by the Proposer in the Proposal is complete, true and accurate; and that the Proposal has been prepared and submitted independently and without collusion with any other Proposer or prospective Proposer.

I have received and reviewed the above ‘Drawing, Specifications & Special Instructions’ items 1 to 23

Business Name & Address

Telephone #

Fax#

Signature _____

Date _____

Title _____

Corporate Seal (If Applicable)

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
BID FORM

Item No.	Description	Unit	Contract Quantity	Unit Price	Total Cost
1 Project Lump Sum Bids					
1a	Complete project cost, excluding reconfiguration and replacement of the existing domestic and fire protection water service entrance supply meters and backflow prevention.	LS	1	\$	\$
1b	Reconfiguration and replacement of the existing domestic and fire protection water service entrance supply meters and backflow prevention	LS	1	\$	\$
2 Bond					
	Payment and Performance Bond (covering both 1a & b)	LS	1	\$	\$
Grand Total					\$

The undersigned hereby acknowledges receipt of the following Addenda (if any):

Addendum No.

Dated

SUBMITTED BY:

Business Name & Address

Telephone #

Fax#

Signature_____

Date_____

Title_____

Corporate Seal (If Applicable)

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOC STANDARD FORM CONTRACT FOR CONSTRUCTION

ROOSEVELT ISLAND OPERATING CORPORATION

STANDARD FORM CONTRACT FOR CONSTRUCTION

DATE OF CONTRACT: **XXXXX**

1.CONTRACT NO.: **07-XXXXXX**

2.PROJECT NAME: **XXXXXX**

3. CONTRACTOR: ***Entity Name***

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

ATTENTION: Engineering Department

(212) 832-4540 ext. 327

5. HEREBY REQUESTS YOU

Entity Name

Address 1

Address 2

Attn: Contact

Tel. xxx.xxx.xxx Fax xx.xxx.xxx

E-mail:

6. TO PROVIDE the Work described in Schedule B1 annexed hereto and in the Drawings and Specifications and any other documents listed in Schedule B1, in accordance with Schedules A, B2, C, and D, attached hereto. All of the annexed 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.

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 **xxx** days after Substantial Completion.

8. YOUR COMPENSATION for the above Work shall not exceed **XXXXXXXXXXXXXXXXXXXX** dollars (**\$xxx,xxx,xx.00**) (hereinafter referred to as the "Contract Sum"), as further specified in Schedule B2 annexed hereto. The Contract Sum is either a fixed price, or a

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOC STANDARD FORM CONTRACT FOR CONSTRUCTION

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 Exhibit 1, annexed hereto.

9. YOU may refer any questions related to this Contract to RIOC Department of Engineering, at (212) 832-4540, Extension 327.

10. Upon the submission of proper monthly invoices in conformity with Exhibit 1 annexed 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.

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.

AGREED TO AND ACCEPTED THIS DAY OF 2008.

Entity Name

BY:

Title

ROOSEVELT ISLAND OPERATING CORPORATION

BY: Stephen H. Shane,
President/Chief Executive Officer

Attachments:

Exhibit "1":	Sample Invoice
Schedule "A":	General Conditions
Schedule "B1":	Scope of Work and Additional Terms
Schedule "B2":	Contract Sum Breakdown and Retainage
Schedule "C":	Financial Disclosure
Schedule "D":	EEO/Affirmative Action Requirements

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOC STANDARD FORM CONTRACT FOR CONSTRUCTION

SCHEDULE A

GENERAL CONDITIONS

SECTION 1- DEFINITIONS

Whenever used in this Contract:

- (a) The term "RIOC" means Roosevelt Island Operating Corporation.
- (b) The term "Change Order" means a written order signed by RIOC as described in Section 2.
- (c) The term Contractor shall mean **Entity Name**.
- (d) The term "Contract" means and includes:
 - 1. Exhibit 1 - Sample Invoice
 - 2. Standard Form Contract for Construction;
 - 3. General Conditions-Schedule A;
 - 4. Scope of Work and Additional Terms - Schedule B1;
 - 5. Contract Sum Breakdown and Retainage - Schedule B2;
 - 6. Disclosure Statements - Schedule C;
 - 7. Definitions under Article 15-A Regulations - Schedule D.
- (e) 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 2 hereof.
- (f) 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 2 and 5 hereof.
- (g) The term "Final Completion" means completion and/or correction of all items of the Work.
- (h) The term "Indemnitees" means the persons identified as such in Section 9 hereof.
- (i) The term "Substantial Completion" means completion to the point that the Work can be used and/or occupied for its intended purposes, as determined by RIOC, and all approvals required for such use and/or occupancy have been received.
- (j) The term "Work" means the work, services, and materials specified and the obligations imposed upon the Contractor under this Contract.

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOC STANDARD FORM CONTRACT FOR CONSTRUCTION

SECTION 2 - CHANGE ORDERS

Changes or extra work, beyond 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 Department of Engineering 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 2.

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. The Contract Sum and Contract Time shall be equitably adjusted for each concealed or unknown condition by Change Order upon timely notice of such claim.

SECTION 3 - ORDER TO PROCEED

Delivery to the Contractor of a fully executed copy of this Contract shall constitute authorization to proceed with the Work, unless 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 11 hereof.

SECTION 4 - PERFORMANCE

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 the building permit.

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOC STANDARD FORM CONTRACT FOR CONSTRUCTION

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 5 - PROGRESS AND COMPLETION

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 6 - DELAYS AND EXTENSIONS OF TIME

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 20.

Extension of the Contract Time as provided in this Section 6 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.

SECTION 7 - TERMINATION

RIOC may terminate the Contract prospectively upon five (5) business days' written notice, for convenience or for any other reason whatsoever, including but not limited to, the Contractor's failure to perform the Work in a timely manner or to perform the Work in accordance with the terms and conditions of the Contract, provided, however that prior to any termination for default or cause, RIOC shall give the Contractor written notice of the breach and five (5) business days to cure the breach. However, RIOC may, upon determining that the Contractor's performance hereunder will endanger the public health or safety, terminate the Contract immediately.

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOC STANDARD FORM CONTRACT FOR CONSTRUCTION

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.

SECTION 8 - PAYMENTS

Payments will be made only upon the receipt by RIOC of a proper invoice submitted by the Contractor, in accordance with Exhibit 1 and Schedule B2. Acceptance of final payment by the Contractor shall constitute a waiver of any claims for payment for services rendered arising from this Contract by the Contractor against RIOC.

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 9 - 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 10 - 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 Empire State Development Corporation, the Division of Housing and Community Renewal, the State of New York, 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 services hereunder or of any subcontractor or other entity hired, obtained, or

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOC STANDARD FORM CONTRACT FOR CONSTRUCTION

employed by the Contractor to provide services 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 own negligence or willful misconduct. As a condition to 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 of 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 10 of the General Conditions shall survive the expiration or termination of the Contract.

SECTION 11 - INSURANCE

The Contractor shall insure and shall require each of its subcontractors to carry the following insurance:

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 Empire State Development Corporation, the 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.

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOC STANDARD FORM CONTRACT FOR CONSTRUCTION

SECTION 12 - RECORDS AND ACCOUNTS

The Contractor shall maintain accurate records and accounts of the Work and shall furnish or make available such records and accounts or other information as may be required to substantiate any report or invoice submitted to RIOC for payment.

SECTION 13 - 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 remain the exclusive property of RIOC.

Upon completion of the Work or upon termination of this Contract, all documents, reports, 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), 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, 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.

SECTION 14 – 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. In the event there is no prior written consent from RIOC, such assignment, transfer, subcontract or other disposition shall be void.

SECTION 15 - CONFLICTS OF INTEREST

The Contractor represents that:

- (a) 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.
- (b) The Contractor shall cause, for the benefit of RIOC, every contract with any subcontractor to include the representations contained in subsections (a) and (b) 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.

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOC STANDARD FORM CONTRACT FOR CONSTRUCTION

SECTION 16 - AFFIRMATIVE ACTION AND NON-DISCRIMINATION AND NEW YORK STATE BUSINESS ENTERPRISES REQUIREMENTS

- It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.
- 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
- The Contractor is required to utilize Minority and Women-Owned Business Enterprises ("M/WBEs") with respect to subcontracts it may enter into under this Contract for labor, services, supplies, equipment, materials or any combination of the foregoing to be performed for, or rendered or furnished to RIOC, in the event that the Contract price exceeds \$25,000, in compliance with the provisions of Articles 15-A and 4-A of the Executive Law. (Appendix D, attached and made a part hereof, defines some of the pertinent terms of Article 15-A.)
- As a guide for Contractor participation in this program, RIOC has established goals with respect to subcontracts as follows: Construction - 21.5%, Commodities - 18.18%, Services - 18.18% participation by New York State Certified MBEs; Construction - 13.67%, Commodities - 20.45%, Services - 20.45% participation by New York State Certified WBEs; as percentages of the total Contract price.
- The directory of minority and women-owned business enterprises is available from:
 - NYS Department of Economic Development
 - Minority and Women's Business Development Division
 - at 30 South Pearl Street
 - Albany, NY 12245
 - Phone: (518) 474-6346 Fax: (518) 473-0665
 - or 633 Third Avenue,
 - New York, New York 10017
 - Phone: (212) 803-3246 Fax: (212) 803-3888

Copies of the directory are also available for inspection at RIOC's main office.

The directory 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 Appendix D.

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOC STANDARD FORM CONTRACT FOR CONSTRUCTION

- In order to maximize participation of Certified M/WBE's as subcontractors and suppliers with respect to this Contract, Contractors are required to make the following efforts:
 - (1) attend meetings scheduled by RIOC where bidders will be advised of general contract requirements and M/WBE program;
 - (2) advertise, where appropriate, in general circulation media, trade association publications and small business media;
 - (3) notify small, minority and women contractor associations by written solicitation of specific subcontracts;
 - (4) send written notification to Certified M/WBEs that their interest in the Work is solicited.

In each bid, the Contractor shall include a proposed list of subcontractors to demonstrate that the goals of this section will be achieved.

The Contractor shall list the proposed subcontractors and report the participation of MBEs and WBEs in the form entitled "Vendor/Contractor's Utilization Form" attached hereto and made a part hereof.

Joint ventures with Minority and Women-Owned Business Enterprises will be considered toward meeting the goals.

- 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. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOG STANDARD FORM CONTRACT FOR CONSTRUCTION

possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

○ **NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MacBRIDE FAIR EMPLOYMENT PRINCIPLES**

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that if it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder:

has business operations in Northern Ireland, such bidder, 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:

1. 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 the State;
2. The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
3. 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 the State upon request;
4. 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.

EEO POLICY STATEMENT

(1) The Contractor and subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOG STANDARD FORM CONTRACT FOR CONSTRUCTION

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.

(2) Prior to the award of a State contract, the Contractor shall submit an Equal Employment Opportunity ("EEO") Policy Statement to the contracting agency within the time frame established by that agency.

(3) 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 State contract, shall, during the performance of the State contract, agree to the following:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability 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 State contracts.

(b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the State 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.

(c) At the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(4) Except for construction contracts, prior to an award of a State contract, the Contractor shall submit to the contracting agency a staffing plan of the anticipated work force to be utilized on the State contract or, where required, information on the Contractor's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by the contracting agency. The form of the staffing plan shall be supplied by the contracting agency.

(5) After an award of a State contract, the Contractor shall submit to the contracting agency a work force utilization report, in a form and manner required by the agency, of the work force actually utilized on the State contract, broken down by specified ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by the contracting agency.

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOC STANDARD FORM CONTRACT FOR CONSTRUCTION

(Note: The Contractor shall include the language of the above provisions in every subcontract in such a manner that the requirements of the provisions will be binding upon each subcontractor as to work in connection with the State contract, including the requirement that 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, and, when requested, provide to the Contractor information on the ethnic background, gender, and Federal Occupational Categories of the employees to be utilized on the State contract.)

SECTION 17 - 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 known by the Contractor to be defective or failing to conform to the requirements of the Contract, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. 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.

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;

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOC STANDARD FORM CONTRACT FOR CONSTRUCTION

however, RIOC's right to stop the Work shall not give rise to a duty on the part of RIOC to exercise the right for the benefit of the Contractor or others.

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 18 - 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 19 - 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.

SECTION 20 - CLAIMS AND DISPUTE RESOLUTION

- (a) 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 20 and by advising RIOC in writing, prior to proceeding with the Work in question, that the Contractor is proceeding under protest.

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOC STANDARD FORM CONTRACT FOR CONSTRUCTION

- (b) 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 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 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 20 shall be addressed and sent to RIOC in accordance with Section 29 of these General Conditions. Notice of claim given to any person other than RIOC shall not constitute notice to RIOC.

SECTION 21 - INTERNATIONAL BOYCOTTS

- (a) 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 services 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.
- (b) 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.

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOC STANDARD FORM CONTRACT FOR CONSTRUCTION

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

SECTION 22 - GRAND JURY, INVESTIGATIONS, TESTIMONY

The Contractor agrees to comply with the provisions of Section 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,

- (a) 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
- (b) 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 (s)he 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 23 - 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 24 - 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.

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOC STANDARD FORM CONTRACT FOR CONSTRUCTION

SECTION 25 - GOVERNING LAW

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

SECTION 26 - 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.

SECTION 27 - MODIFICATIONS

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

SECTION 28 - 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 29- NOTICE

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 Vice President/Chief Financial Officer at SChironis@rioc.com with a copy to Vice President/General Counsel at Kenneth@rioc.com, and if to the Contractor, at the email address supplied by the Contractor to RIOC.

SECTION 30 - 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.

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOC STANDARD FORM CONTRACT FOR CONSTRUCTION

SCHEDULE B1

SCOPE OF WORK AND ADDITIONAL TERMS

Description of the Work:

List of Drawings and Specifications:

Special Instructions and Requirements:

Additional Terms:

1. Time is of the Essence. The Contractor's obligation to perform and complete the Work within the Contract Time is of the essence of the Contract. If the Contractor fails to complete the Work within the Contract Time, the Contractor shall be liable to RIOC for liquidated damages in the amount of \$xxxxx for each calendar day of delay in achieving Substantial Completion of the Work and \$xxxxx for each 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 damages that would be suffered by RIOC upon such delay. If no liquidated damages are stated herein, the Contractor shall be liable to RIOC for actual damages suffered by RIOC upon such delay, including, without limitation, extended administrative costs and consultant fees, loss of use and obligations incurred to third parties.

2. Scheduling. Scheduling of the Work shall be as follows: [Insert reference to any written schedule and or scheduling and updating requirements.]

3. Deliverables. The deliverables required to be submitted by the Contractor and any applicable submittal requirements are as follows: [].

4. Indemnities. The following are additional Indemnities under Section 10 of Schedule A: [].

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOC STANDARD FORM CONTRACT FOR CONSTRUCTION

5. 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 11 of Schedule A: [].

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

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOC STANDARD FORM CONTRACT FOR CONSTRUCTION

SCHEDULE B2

CONTRACT SUM BREAKDOWN AND RETAINAGE

The Contract Sum is:

- (a) a fixed price
- (b) a not-to-exceed price

[Strike either (a) or (b).]

If the Contract Sum is a fixed price, payments shall be based on percentages of completion of the Work using the following schedule of values:

1. xxx	
2. xxx	\$xxx
3. xxx	\$xxx
4. xxx	\$xxx
5. xxx	\$xxx
6. xxx	\$xxx
7. xxx	\$xxx
8. xxx	\$xxx
9. xxx	\$xxx

GRAND TOTAL (CONTRACT SUM)

\$xxxxxxxxxx

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOC STANDARD FORM CONTRACT FOR CONSTRUCTION

SCHEDULE C

PREVIOUS PARTICIPATION AND DISCLOSURE STATEMENT¹

PROJECT NAME:

1. ENTITY EXECUTING THIS STATEMENT

A. NAME AND ADDRESS

B. NATURE OF INTEREST IN PROJECT

C. TYPE OF DISCLOSURE (Check One)

Individual ____ Corporation ____

Partnership ____ Joint Venture ____
or other Unincorporated
Business Association
(Other than Partnership)

D. STATE AND LAW UNDER WHICH; THE DATE ORGANIZED; OR APPLICANT IS ORGANIZED TO COMMENCE BUSINESS:

2. VERIFICATION OF PRINCIPALS - CORPORATION, PARTNERSHIP, OTHER ORGANIZATION

A. List on the following page(s) (or attach separate page(s)) the names and home addresses of principals in the following:

i) BUSINESS CORPORATION - The principal officers, directors and each stockholder owning or controlling 10% or more of any class of stock. Relatives by blood or marriage and/or any fiduciaries, agents or nominees who, together

¹A notarized certification must be made on the last page of this statement.

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOG STANDARD FORM CONTRACT FOR CONSTRUCTION

with or on behalf of a single individual or family, control, in the aggregate, 10% or more of any class of stock should also be listed.

(ii) NON-PROFIT CORPORATION OR ORGANIZATION - The principal officers and members of the board of trustees or board of directors or similar governing body.

(iii) PARTNERSHIP - Each general partner and either the percent of interest or a description of the character and extent of interest.

(iv) JOINT VENTURE OR OTHER UNINCORPORATED BUSINESS ASSOCIATION - Each participant and either the percent of interest or a description of the character and extent of interest.

PRINCIPAL(S) NATURE OF INTEREST

Name and Home Address, Position, Title (if any) and including Zip Code Percent or Character of interest

B. RELATIONSHIP TO OTHER ORGANIZATIONS

Is the entity a parent of, subsidiary of, or affiliated with any other corporation(s), firm(s), or organization(s)?

YES ____ NO ____

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOC STANDARD FORM CONTRACT FOR CONSTRUCTION

If YES, list each such corporation, firm or organization by name and address, specify its relationship to the entity, and identify the officers, stockholders, trustees common to the principal and such other corporation, firm or organization.

C. PRIOR INTEREST IN THE PROJECT

Has the entity or any person or entity listed in Section 2A or 2B hereof, or any relative thereof, owned, controlled or had any interest in the past with the design, construction, operation and/or maintenance of this project?

YES ____ NO ____

If YES, fully identify the parties, setting forth all details of such prior interests.

3. FINANCIAL RESPONSIBILITIES

A. The financial status of the Entity, for the period ending _____ is as reflected in the attached financial statement.

(NOTE) Attach to this statement a certified financial statement showing assets and liabilities, including contingent liabilities, income and expenditures, fully itemized in acceptance with generally accepted

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOG STANDARD FORM CONTRACT FOR CONSTRUCTION

accounting principles. Publicly owned companies shall also submit the latest stockholders report. If the date of the certified financial statement or stockholders report precedes the date of this submission by more than six months, also attach a certified interim balance sheet reflective of the financial status of the Entity as of the end of the most recent quarter.

- B. Has the Entity or any of its subsidiaries ever filed a petition in bankruptcy (either voluntary or involuntary) or been adjudicated a bankrupt, or filed for reorganization within the last ten years.

YES ____NO ____

- C. List all major creditors of the Entity. As used, herein, major creditor means any person or party who has loaned money to or guaranteed obligations of the Entity in the cumulative amount of \$50,000 or more within the last six months. As to each such major creditor, state name address description and amount of loan and/or guarantee and the present balance of the loan or guarantee. If none, so state here.

NONE _____

- D. Has the Entity or any of its subsidiaries been involved in any default, warranty or union dispute or malperformance proceedings during the past five years (either as plaintiff or defendant). Is there any litigation pending or threatened with regard to the Entity or its subsidiaries or other event which may affect its financial status.

YES ____NO ____

If YES, explain fully.

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOC STANDARD FORM CONTRACT FOR CONSTRUCTION

experience and number of hours they will be assigned to the project. Also cite number of new employees required to be hired for this project.

- D. List number of employees who will be represented by union bargaining units and list bargaining units.
- E. Note any other information which would serve to qualify the Entity to perform this project.

5. ASSURANCES

Entity Must Agree:

- A. To comply with all applicable laws, rules and regulations. Specifically, Entity will comply in both letter and spirit with rules and order that implement the Federal, State and Local Laws and directives with respect to non-discrimination by reason of race, color, creed, religion, national origin, sex, age, marital status or disability, as well as the provisions of the equal opportunity laws.
- B. To furnish such additional information or documentation as RIOC may require.

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOC STANDARD FORM CONTRACT FOR CONSTRUCTION

CERTIFICATION

I certify that the information set forth in or attached to this Statement is true and correct.

I understand that RIOC and/or its assignees will rely on the information in or attached to this Statement and that this Statement is submitted and will be relied upon for the purposes of qualifying as a bidder. I also understand that as a result of information which is contained or omitted herein, RIOC may at its sole discretion determine that the qualifications presented are not suitable for the project. I further understand that the submission of this disclosure statement in no way obligates RIOC to issue a Contract thereafter.

I understand that this Statement is part of a continuing application, and until such time as a Contract is finally awarded I will report any changes in or additions to the information herein, and will furnish such further documentation or information as may be requested. I understand that this Statement is intended to be a written instrument under article 175 of the New York Penal Law, and that the making of any false statement or the omission of any material fact may subject me to prosecution under the law.

Signature & Title / Organization

STATE OF _____ SS

On this __ day of _____, before me personally came _____

_____, known to me to be the person who executed the foregoing certification, and (s)he duly acknowledged to me that (s)he executed the same.

NOTARY PUBLIC

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOG STANDARD FORM CONTRACT FOR CONSTRUCTION

SCHEDULE D

DEFINITIONS UNDER ARTICLE 15-A REGULATIONS

(a) "Certified business: shall mean either a business certified by New York State as a minority or women owned business enterprise pursuant to Section 315 of the Executive Law and 9 NYCRR 544.2 (a) -1 c or a business verified as minority or women owned and additionally identified under 9 NYCRR 455.2 (d).

(b) "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:

- (i) Black persons having origins in any of the Black African racial groups;
- (ii) Hispanic persons of Mexico, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
- (iii) Native American or Alaskan native persons having origins in any of the original peoples of North America;
- (iv) Asian and Pacific Islander persons having origins in any of the Far East countries, Southeast Asia, the Indian subcontinent or the Pacific Islands.

(c) "Minority-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

- (i) at least fifty-one percent owned by one or more minority group members;
- (ii) an enterprise in which such minority ownership has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
- (iii) an enterprise authorized to do business in New York State and independently owned and operated.

(d) "Women-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

- (i) at least fifty-one percent owned by one or more United States Citizens or permanent resident aliens who are women;
- (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing;

ROOSEVELT ISLAND OPERATING CORPORATION STATE OF NEW YORK
RFP# 10-24778 GOOD SHEPHERD COMMUNITY CENTER HVAC REPLACEMENT
SAMPLE RIOC STANDARD FORM CONTRACT FOR CONSTRUCTION

- (iii) an enterprise in which the ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprises;
and
- (iv) an enterprise authorized to do business in New York State and independently owned and operated.

END OF SAMPLE RIOC STANDARD FORM CONTRACT FOR CONSTRUCTION