

ROOSEVELT ISLAND OPERATING CORPORATION

STANDARD FORM CONTRACT FOR SERVICES

DATE OF CONTRACT: **XXXXXX**

1.CONTRACT NO.: **XXXXXX**

2.PROJECT NAME: **XXXXXX**

3. CONTRACTOR: **Entity Name**

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

ATTENTION: **XXXXXX**

Tel. **xxx.xxx.xxx**

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 Services described in Schedule B1 annexed hereto and in 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 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 Services on or before **xxx x, 20xx**, and complete said Services on or before **xxxx xx, 20xx**.

8 YOUR COMPENSATION for the above Services 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 not-to-exceed price based on hourly rates, as stated in Schedule B2. The Contract Sum shall include all costs necessary to perform the Services 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 **XXXXXX** Department, at **xxx.xxx.xxx**.

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 services rendered 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 Services described herein.

AGREED TO AND ACCEPTED THIS DAY OF 201__.

Entity Name

BY:
Title

ROOSEVELT ISLAND OPERATING CORPORATION

BY: Leslie Torres,
President/Chief Executive Officer

Attachments:

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

EXHIBIT "1"

Sample Invoice Satisfying RIOC Informational Requirements For Contractual Invoice

Processing

CORPORATION NAME
ADDRESS
ADDRESS
TELEPHONE NUMBER

Department of Finance
Roosevelt Island Operating Corporation
591 Main Street
Roosevelt Island, New York 10044

DATE

Attn: Chief Financial Officer

This is our invoice for work performed during December 2003. Complete documentation for services and disbursements is attached. All information required for your processing of this contractual invoice is provided.

Invoice No. 1825

Contract No.:

Contract Limit (including Change Orders): \$50,000
Initial Contract Amount: \$45,000
Change Order 6/15/0X: \$ 5,000

Period of Work Covered: December 1, 2003 to December 31, 2003.

Total Invoice Amount: \$ 5,625
Services: \$ 5,225 (Hours and rates for various staff who worked on project)
Disbursements: \$ 400 (Complete documentation must be provided - photocopies of bills)

Detailed Description of Services Provided:

What was produced by the work performed, etc. There should be a substantial amount of detail. Complete documentation in product-form must be provided.

All Invoices to Date:

Date	Invoice #	Invoice Amount (\$)	Services(\$)	Disb.(\$)
2/15/05	1234	12,659	12,500	159
3/15/05	1340	1,760	1,750	10
4/15/05	1498	4,111	4,000	111
5/15/05	1525	7,123	7,000	123
6/15/05	1625	11,750	11,500	250
7/15/05	1710	3,600	3,500	100
Totals		41,003	40,250	753

Current Invoice

12/15/05	1825	5,625	5,225	400
Totals		46,628	45,475	1,153

Balance Remaining Under Contract: (For Contracts limiting Service Amount Only) \$ 4,525
Contract Amount: \$50,000
Minus Total Services Invoiced to Date Including Current Invoice: \$46,628

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 Services;
 - 3. General Conditions - Schedule A;
 - 4. Scope of Services 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 Services as provided in paragraph 8 of the Standard Form Contract for Services 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 Services as set forth in paragraph 7 of the Standard Form Contract for Services, subject to extension only by Change Order as provided in Sections 2 and 6 hereof.
- (g) The term "Indemnitees" means the persons identified as such in Section 10 hereof.
- (h) The term "Services" means the services specified and the obligations imposed upon the Contractor under this Contract.

SECTION 2 - CHANGE ORDERS

Changes or extra services, beyond the Services 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 Services, (b) the amount of adjustment of the Contract Sum, if applicable, and/or (c) any extension of the Contract Time.

SECTION 3 - ORDER TO PROCEED

Delivery to the Contractor of a fully executed copy of this Contract shall constitute authorization to proceed with the Services, unless otherwise provided. If otherwise provided, RIOC will issue an order to proceed in writing which will set forth the date upon which the Services are 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 Services, using the Contractor's best skill and attention. If Services are to be performed on-site, the Contractor shall be fully responsible for the safety of all persons engaged in the performance of such Services and the public as well as all property that may be affected by the Services.

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

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

SECTION 5 - PROGRESS AND COMPLETION

By executing the Contract, the Contractor confirms that the Contract Time is a reasonable period for performing the Services. The Contractor shall proceed expeditiously with adequate work force and shall complete the Services within the Contract Time.

SECTION 6 - DELAYS AND EXTENSIONS OF TIME

If the Contractor's Services are delayed by an act of RIOC or of another contractor employed by RIOC or by changes ordered by RIOC in the Services, 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 Services in a timely manner or to perform the Services 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.

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.

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 the 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.

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 Services 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 Services cannot be completed for the Contract Sum; damage to RIOC or another contractor; reasonable evidence that the Services 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 Services 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 Services, 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 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 Services 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.

SECTION 12 - RECORDS AND ACCOUNTS

The Contractor shall maintain accurate records and accounts of the Services 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 Services. All machinery and/or replacement parts installed by the Contractor in the performance of Services pursuant to this Contract shall remain the exclusive property of RIOC.

Upon completion of the Services 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 Services, 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.

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. (Schedule 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 industry for certified MBEs: 14.34%
 - construction industry for certified WBEs: 8.41%
 - construction related professional services industry for certified MBEs: 13.21%
 - construction related professional services industry for certified WBEs: 11.32%
 - non-construction related service industry for certified MBEs: 19.6%
 - non-construction related service industry for certified WBEs: 17.44%
 - commodities industry for certified MBEs: 16.11%
 - commodities industry for certified WBEs: 10.93%
 - overall total dollar value of procurement for certified MBEs: 16.53%
 - overall total dollar value of procurement for certified WBEs: 12.39%
 - overall total dollar value of procurement for certified MWBEs: 8.92%
- 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 Schedule D.

- 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".

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

- If RIOC determines that the Contractor is not in compliance with the requirements of this Article and the Contractor refuses to comply with such requirements, the Contractor shall be obligated to pay to RIOC, not as a penalty, but as liquidated damages, an amount equal ten (10) percent of the difference between the planned dollar amount of M/WBE subcontract awards and the actual dollar amount of such awards. The Contractor shall pay such liquidated damages to RIOC within sixty (60) days after they are assessed by RIOC 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.

- **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 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.

(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 – 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 18 - MATERIALS AND WORKMANSHIP

The Contractor hereby agrees and guarantees that all Services 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 Services 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 Services rejected by RIOC, or known by the Contractor to be defective or failing to conform to the requirements of the Contract. The Contractor shall bear all costs of correcting such Services, including, without limitation, additional testing and inspections.

The Contractor warrants that the Services will be of good quality and new unless otherwise required or permitted by the Contract, and that the Services 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 Services are 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 Services, 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 Services as required or fails to carry out Services in accordance with the Contract, RIOC, by written order, may order the Contractor to stop the Services, or any portion thereof, until the cause for such order has been eliminated; however, RIOC's right to stop the Services 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 Services 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 19 - 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 20 - 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 21 - CLAIMS AND DISPUTE RESOLUTION

- (a) The Contractor shall proceed with the Services 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 Services in question, that the Contractor is proceeding under protest.
- (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 Services. 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 22 - 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.
- (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 23 - 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 24 - 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 25 - 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 26 - GOVERNING LAW

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

SECTION 27 - 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 28 - MODIFICATIONS

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

by all parties hereto.

SECTION 29 - 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 30- 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 31 - 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.

SCHEDULE B1

SCOPE OF SERVICES AND ADDITIONAL TERMS

Description of the Services:

Special Instructions and Requirements:

Additional Terms:

1. Scheduling. Scheduling of the Services shall be as follows: [Insert reference to any written schedule and or scheduling and updating requirements.]
2. Deliverables. The deliverables required to be submitted by the Contractor are as follows: [].
3. Indemnitees. The following are additional Indemnitees under Section 10 of Schedule A: [].
4. 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: [].
5. Key Personnel. The Contractor shall assign the following key personnel to performance of the Services: []. The Contractor shall not change its key personnel without RIOC's written consent, which may be granted or withheld in RIOC's sole discretion.

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 Services 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

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 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

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

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 ____

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 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.

- E. Provide five fiscal references including banks, suppliers and client(s).

- F. Note approximate value of largest Contract performed during the past two years. Describe scope of work and services provided thereunder.

4. **EXPERIENCE AND QUALIFICATIONS** - (Answer on separate attachment)

- A. List all current and prior projects in which relevant experience and expertise can be demonstrated. Describe the scope of work, the contracting parties and the dollar value of work undertaken. Also, specifically recount any and all contracts entered into with any other Federal, State or Municipal agency during the past five years, indicating the scope of work, the contracting parties and the dollar value of work thereof. If any litigation resulted from any of the contracts, it must be noted and explained.
- B. Cite number of employees and technical specialists who will contribute to this project.
- C. Cite number of technical, administrative and managerial personnel who will be assigned to this project. List titles, qualifications, applicable 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.

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

SCHEDULE D

DEFINITIONS UNDER ARTICLE 15-A REGULATIONS

(a) “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.

(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 is real, substantial and continuing;
- (iii) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;
- (iv) an enterprise authorized to do business in this state and independently owned and operated;
- (v) 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
- (vi) an enterprise that is a “small business” pursuant to subdivision 20 of Section 310 of the Executive Law.

(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;
- (iii) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;
- (iv) an enterprise authorized to do business in New York State and independently owned and operated;
- (v) 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
- (vi) an enterprise that is a “small business” pursuant to subdivision 20 of Section 310 of the Executive Law.