Roosevelt Island Operating Corporation

REQUEST FOR PROPOSALS

FOR

<u>Flood Risk Assessment Services</u>

RFP 26-1379

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I. SUMMARY

Roosevelt Island Operating Corporation (RIOC) is seeking proposals from qualified consultant teams to conduct a comprehensive flood risk assessment for Roosevelt Island. This assessment will form a critical foundation for a broader infrastructure resiliency strategy, guiding the protection of the island's essential assets and informing future design services.

A detailed Scope of Work for the Project is attached at Exhibit A.

Minority-Owned Business Enterprises ("MBE"), Women-Owned Business Enterprises ("WBE"), and Service-Disabled Veteran-Owned Business Enterprises ("SDVOB"), as well as firms that are not yet certified, but have applied for certification, are encouraged to submit Proposals.

This request for proposals, the attachments and any additional information submitted herewith, (collectively, the "RFP") does not obligate RIOC to complete the selection and contract award process. RIOC reserves the right: (i) to accept or reject any and all Proposals; (ii) to request additional information from any or all Proposers to assist RIOC in its evaluation process; (iii) to amend or withdraw this RFP prior to the announcement of the selected firm; and (iv) to award the proposed services, in whole or in part, to one or more firms. In case of an amendment to the RFP, all Proposers will be provided with a copy of any such amendment(s) and will be afforded the opportunity to revise their Proposals in response to the RFP amendment.

II. DESCRIPTION OF RIOC

The Roosevelt Island Operating Corporation (RIOC) was created in 1984 by the State of New York as a public benefit corporation with a mission to plan, design, develop, operate, and maintain Roosevelt Island. With a focus on innovative and environmentally friendly solutions, RIOC is committed to providing services that enhance the island's residential community. RIOC manages the two-mile long island's roads, parks, buildings, a sports facility, and public transportation, including the iconic Roosevelt Island Tramway. Additionally, RIOC operates a Public Safety Department that helps maintain a safe and secure environment for residents, employees, business owners, and visitors. As part of its mission, RIOC strives to enhance the quality of life of Roosevelt Island residents and the people of New York State, by promoting public facilities, open spaces and commercial facilities on the Island. These include the Aerial Tramway, sanitary and safety departments, pedestrian walkways, Sportspark, outdoor fields, streets, and a variety of storefronts along the Island's Main Street. Further information about RIOC can be found at https://rioc.ny.gov/.

III. SERVICES REQUIRED

A. The selected Proposer shall be responsible for performance of all services detailed in the Scope of Work, attached hereto as Exhibit A.

B. All work to be performed by the selected Proposer shall be performed under the supervision of a Project Manager in charge of this engagement (the "Project Manager"), who must ensure that the work completed for RIOC is performed competently and in a timely manner.

IV. KEY DATES, CONTRACT TERM AND MINIMUM QUALIFICATIONS

A. Key Dates

Subject to change at RIOC's discretion, the following are key dates for this RFP:

Procurement Step	Date
RFP Issued	July 15th 2026
Pre-Proposal Meeting	N/A
Deadline to Submit Questions to RIOC*	July 29th, 2026 by 3:00 p.m. (by email only)
RIOC's Response to Substantive Questions *Responses will be provided in the form of an addendum to be posted on RIOC's website (https://www.rioc.ny.gov/info/rfps-and-bids)*	Augst 5th, 2026
PROPOSAL DUE DATE	**August 14th, 2026 by 3:00 p.m.** (the "Due Date")
Contract Start Date	September 2026 *(Approximate)*
*All questions regarding this RFP should be submitted in writing via email to the "Designated Contact": Amy Firestein, RIOC's Director of Procurement, at Rfpbids@rioc.ny.gov.	

B. Anticipated Contract Term

It is anticipated that the term of the contract awarded pursuant to this RFP (the "Contract") will be a period of twelve (12) months. RIOC reserves the right to terminate the Contract at any time, with or without cause, upon thirty (30) days written notice. RIOC reserves the right to terminate the Contract at any time, without prior notice, if the person identified in the Proposal as the Project Manager for this engagement ceases to be employed by the selected Proposer.

C. Minimum Qualification Requirements

The following are the Minimum Qualification Requirements for this RFP. **Proposals that fail to comply with these requirements will be rejected.**

1) The Proposer must have an office in New York State (a New York City office is preferred); and
2) The Proposer must be authorized to do business in the State of New York.

V. GENERAL REQUIREMENTS

A. Questions regarding MBE/WBE participation, joint ventures and sub-contracting goals

Please see Exhibit C (attached) for contractor requirements and procedures for business participation opportunities for New York State certified MBEs/WBEs and equal employment opportunities for minority group members and women.

For questions relating to MBE/WBE participation, joint ventures and sub-contracting goals please contact, "Designated Contact": Amy Firestein, RIOC's Director of Procurement, at Rfpbids@rioc.ny.gov .

B. Restricted Period

Proposers are restricted from making contact with anyone other than the Designated Contact specified above during the period from the date of publication of the notice of this RFP in the New York State Contract Reporter through approval of the Contract by RIOC (the "Restricted Period"). Employees of RIOC are required to record certain contacts during the Restricted Period, including, but not limited to, any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence RIOC's conduct or decision regarding the governmental procurement, and to make a determination of responsibility based, in part, upon any such contact. Failure to abide by this process may result in a finding that the firm is a non-responsive Proposer.

C. Submission of Proposals

Proposals are due no later than 3:00 p.m. on ,August 14th 2026

Each Proposer must submit (1) hard copies of the bid with a courtesy copy of the bid via e-mail to the designated contact , Amy Firestein, RIOC's Director of Procurement, at Rfpbids@rioc.ny.gov .

Roosevelt Island Operating Corporation (RIOC)

Attn: Amy Firestein, Director of Procurement

426 Main Street

Roosevelt Island, NY 10044

Public access to Proposals shall be governed by the relevant provisions of the Freedom of Information Law, Article 6 of the New York State Public Officers Law, and regulations adopted pursuant thereto.

B. Mandatory Forms

Proposers must complete and include with their Proposal all "Mandatory Forms," which can be found on the RIOC website with the posted RFP at the following URL address: https://www.rioc.ny.gov/info/rfps-and-bids

These Mandatory Forms include the following:

1) NYS Standard Vendor Responsibility Questionnaire – **Submit with the Cost Proposal (as described below), one (1) set of a completed NYS Standard Vendor Responsibility Questionnaire with original ink signatures. Do not include the Standard Vendor Responsibility Questionnaire in the copy of the Cost Proposal.** The NYS Standard Vendor Responsibility Questionnaire must be notarized and signed by the individual(s) authorized to bind the firm contractually. Indicate the title or position that the signer holds within the firm.

2) State Finance Law § 139 Form 1 – **one original unbound completed SFL 139 Form 1: Professional's Certifications Pursuant to SFL § 139-j and § 139-k with original signature**. State Finance Law § 139 Forms 1 must be signed by the individual(s) authorized to bind the firm contractually.

3) W-9 form.

4) Statement of Non-Collusion.

5) MBE/WBE Forms.

VI. PROPOSAL FORMAT AND CONTENTS

A. Proposal Format

The Proposal must be printed on 8½” x 11” paper. Pages should be numbered. The Proposal will be evaluated on the basis of its content, not length and should be limited to no more than fifteen (15) pages, exclusive of the Transmittal Letter and the Appendices listed below. RIOC reserves the right to disqualify Proposals that fail to comply with any of these instructions.

B. Proposal Content

A Proposal in response to this RFP must include the following sections in the order listed:

1) Transmittal Letter, as follows:
The Proposal must include a signed Transmittal Letter from a person within the firm who is authorized to bind the firm, preferably the Project Manager. **Transmittal Letters must be signed. Proposals with unsigned Transmittal Letters may be rejected.**

The Transmittal Letter must include a representation by the Proposer that, except as disclosed in the Proposal, no officer or employee of the Proposer is directly or indirectly a party to or in any other manner interested financially or otherwise in this RFP.

2) Executive Summary.
3) Proposer’s discussion of its understanding of the Services Required (see Section III).
4) Proposer’s Responses to the RFP Questions and RFP Additional Information Request, set forth below.
5) Proposer’s Cost Proposal, as described below.
6) Proposer’s response to the question regarding the use of New York State businesses set forth in Section X of the RFP.

C. RFP Questions

1) Briefly describe your firm’s background, size, and history as it may be relevant to the Project, with an emphasis on parks, public spaces and waterfront planning and design. If your offices are located in more than one city, indicate which office will provide the services.
2) Describe the relevant services your firm provides, particularly those that may not be offered by other firms.
3) Describe your expertise as it relates to storm and climate change resiliency assessment and design as well as the development of structures within the floodplain. Please identify relevant projects and describe how your recommendations mitigated the risk of significant or catastrophic damage.
4) Describe your experience and methodology as it relates to site assessment, identification of issues and opportunities, planning and design of recommended changes or improvements, and regulatory compliance.
5) Describe the approach and phases of your process.
6) Please describe your experience handling similar projects and provide examples, if possible.
7) Within the past three years, have there been any significant developments in your firm such as changes in ownership or restructuring? Do you anticipate any significant changes in the near future? If so, please describe.
8) How does your firm identify and manage conflicts of interest?
9) Has your firm or any of the firm’s partners/employees been disciplined or censured by any regulatory body within the last five years? If so, please describe the relevant facts.
10) Within the last five years, has your firm, or a partner or employee in your firm, been involved in litigation or other legal proceedings relating to the provision of assessment services? If so, please provide an explanation

and the current status or disposition of the matter.

11) Are there any potential conflict of interest issues in representing RIOC?
12) List any professional or personal relationships your firm's employees may have with RIOC's Board and/or RIOC staff. A list of such Board members and staff is attached at Exhibit D.
13) If selected, will your firm assign any person to this Project who was previously an employee of RIOC? If so, please i) identify when (month and year) that person's employment at RIOC terminated, and ii) describe that person's involvement, if any, with matters related to the Project during his/her employment at RIOC.
14) List all employees you intend to assign to this engagement and the area(s) of specialization for each employee. Describe the role of each employee who will be assigned to this engagement.
15) Identify the Project Manager who will be the primary contact and lead personnel in providing services to RIOC, and who will be listed as a "key person" in any contract with RIOC.
16) Describe your proposed team's experience with similar work for other public agencies and authorities, with a particular emphasis on New York State agencies and authorities.
17) Describe your firm's "backup plan" in the event one or more of the employees assigned to this engagement leave the firm.
18) Describe your firm's experience and knowledge of the New York City Zoning Resolution and Building Code, as well as the Public Trust Doctrine.
19) In the past five years, have any public sector clients terminated their working relationship with your firm? If so, please provide a brief statement of the reasons. Provide the name of the client and each such client's in-house counsel's name, address and telephone number.
20) **As a New York State authority, RIOC generally will not accept changes to its Consultants Agreement, attached hereto to as Exhibit E. If certain contract provisions are unacceptable to the Proposer, the Proposer must identify in writing those certain contract provisions and detail specific reasons as to why such provisions are unacceptable.** RIOC reserves the right to reject Proposals based on non-conformance with the standard form of contract.
21) Please provide any additional information that would serve to distinguish your firm from other firms and that you believe may be relevant to this RFP and your capability to perform the services requested.

D. RFP Additional Information Request

INSURANCE REQUIREMENTS

A. General Requirements

The total cost of the required insurance listed in paragraphs 2) and 3) below, must be incorporated into the Cost Proposal. The additional insured protection afforded RIOC must be on a primary and noncontributory basis. All policies must include a waiver of subrogation in favor of RIOC, no policies may contain any limitations / exclusions for New York Labor Law claims.

All of the carriers that provide the below required insurance must be rated "A-:VII" or better by A.M. Best and must provide direct written notice of cancellation or non-renewal to RIOC at least 30 days before such cancellation or non-renewal is effective, except for cancellations due to non-payment of premium, in which case 10 days written notice is acceptable.

B. Insurance Requirements for the Selected Proposer

The selected Proposer will be required to obtain and provide proof of the types and amounts of insurance listed below: (i) as a condition precedent to the award of the contract for the Project; and (ii) continuing throughout the entire Term. The insurance policies listed below must also conform to the applicable terms of the Contract, as shown in RIOC's sample form of Consultant Agreement attached.

- Commercial General Liability Insurance, written on ISO Form CG 00 01 or its equivalent and with no modification to the contractual liability coverage provided therein, shall be provided on an occurrence basis and limits shall not be less than:

- $1,000,000 per occurrence
- $2,000,000 general aggregate which must apply on a per location / per project basis

RIOC must be protected as additional insureds on ISO Form CG 2010 (11/85) or its equivalent on policies held by the selected Proposer and any of its sub-contractors. Should the Proposer's work include construction activities of any kind, then the Proposer must maintain Products/Completed Operations coverage for no less than three years after the construction work is completed, and continue to include Additional Insured protection for RIOC, the New York State Urban Development Corporation d/b/a Empire State Development, the Division of Housing and Community Renewal, the State of New York, the City of New York, for the prescribed timeframe. When providing evidence of insurance, the Proposer must include a completed Acord 855 NY form.

- Workers' Compensation, Employer's Liability, and Disability Benefits shall not be less than statutory limits.
- Professional Liability ("Errors & Omissions") Insurance must be maintained at a limit of not less than $3,000,000 each claim.
- Automobile Liability Insurance with a combined single limit of not less than $1,000,000. Coverage must apply to the Proposer's owned, hired, and non-owned vehicles and protect RIOC, the New York State Urban Development Corporation d/b/a Empire State Development, the Division of Housing and Community Renewal, the State of New York, the City of New York, as additional insureds.

- **Workers' Compensation, Employer's Liability, and Disability Benefits** shall not be less than statutory limits, including United States Longshore and Harbor Workers Act coverage as applicable to the operations of the Proposer.
- **Professional Liability ("Errors & Omissions") Insurance** must be maintained at a limit of not less than $3,000,000 each claim.

Additional Coverage Requirements: RIOC reserves the right to require additional coverage, including an increase the Commercial General Liability coverage limits, for particular Job Orders on a case by case basis. RIOC shall identify any additional coverage requirements for particular Jobs Order in the Job Notification, and the selected Proposers must incorporate their increased costs, if any, in their Job Proposals.

C. Insurance Requirements for all Subconsultants (also referred to as "Subconsultants")

Any subconsultant(s) utilized by the selected Proposer will be required to obtain the types and amounts of insurance listed below: (i) as a condition of commencing any Work; and (ii) continuing throughout the duration of the Subconsultant's Work. The insurance policies listed below must also conform to the applicable terms of the Contract, as shown in RIOC's sample form of contract attached:

- Commercial General Liability Insurance, written on ISO Form CG 00 01 or its equivalent and with no modification to the contractual liability coverage provided therein, shall be provided on an occurrence basis and limits shall not be less than:
  - $1,000,000 per occurrence
  - $2,000,000 general aggregate which must apply on a per location / per project basis

RIOC, the New York State Urban Development Corporation d/b/a Empire State Development, the Division of Housing and Community Renewal, the State of New York, the City of New York, as additional insureds.

must be protected as additional insureds on ISO Form CG 2010 (11/85) or its equivalent on policies held by all Sub-consultants.

- Workers' Compensation, Employer's Liability, and Disability Benefits shall not be less than statutory limits, including United States Longshore and Harbor Workers Act coverage as applicable to the operations of the Sub-consultant.
- Sub-consultants will also be required to obtain all other insurances listed in Section (2) unless otherwise approved in writing by RIOC prior to commencement of any sub-consultant's work.

1) Appendices:

a. Include professional biographies for all employees listed in your Proposal.

2) References:

Please provide the name, address, and phone number of at least three (3) client references for whom your firm has performed similar work to that requested in this RFP.

3) Financial Statements:

Please provide a copy of your firm's most recent audited financial statements (within the last year).

E. Cost Proposal

Each Proposer must submit its Cost Proposal, which must include:

1) A total not-to-exceed fee for performance of all services contemplated herein;
2) A not-to-exceed fee for performance of each Task 1, Task 2 and Task 3, as delineated in the Exhibit A;
3) Hourly billing rates for each personnel category Proposer proposes to employ for completion of the Project; and
4) A not-to-exceed amount for all reimbursable costs associated with performance of the Project.

VII. THE EVALUATION PROCESS

A. Objectives

The primary objective of the evaluation process is to select a Proposer that:

- Demonstrates a thorough understanding of the scope of the engagement and the specific responsibilities that it entails;
- Possesses adequate resources to handle assigned responsibilities and to handle unforeseen circumstances that may arise;
- Has the capacity to provide personnel who have relevant experience and skills, and are highly diligent, responsible and professional personnel such that they will be able to perform the Services Required;
- Maintains high ethical standards and has an unblemished reputation; and
- Has no conflict of interest between its representation of RIOC and that of other clients.

The selection process will begin with the review and evaluation of each of the written Proposals. The purpose of this evaluation process is twofold: (1) examining the responses for compliance with this RFP and (2) identifying the complying firms that have the highest probability of satisfactorily performing the Services Required at a reasonable cost to RIOC. The evaluation process will be conducted in a comprehensive and impartial manner. The evaluation process will be conducted by a committee of RIOC's employees selected by RIOC (the "Committee"). **The Committee will evaluate the Proposals based upon the evaluation criteria for selection set forth below.**

RIOC reserves the right to reject and return unopened to the Proposer any Proposal received after the RFP Due Date. All timely submitted Proposals will be reviewed to determine if they contain all required submittals specified herein. Incomplete Proposals may be rejected.

B. Interviews

RIOC reserves the right to determine whether interviews will be necessary for any or all of the Proposers. The purpose of the interview is to further document a Proposer's ability to provide the Services Required, and to impart to the Committee an understanding of how specific services will be furnished. The proposed Lead Partner and Project Manager, as well all other key personnel proposed to provide the services must be present and participate in the interview. The firm will be evaluated on the basis of whether the interview substantiates the characteristics and attributes claimed by the Proposer in its written response to this RFP and any other information requested by the Committee prior to the interview.

C. Evaluation Criteria for Selection

Selection will be based upon the following criteria:

1.) Technical evaluation factors:

Criteria	Percentage
Experience performing similar flood risk assessments in New York City	35
Approach to work including methodology	25
Proposed staffing including Subconsultants	20
Schedule	20
Maximum Available Points	100

2.) Cost Proposal evaluation.

D. Basis for Contract Award

The Contract will be awarded to the highest technically rated Proposer whose Proposal is determined to be responsive and in the best interests of RIOC, subject to a determination that the Cost Proposal is fair and reasonable and represents the best value for RIOC given the requirements of the Project.

VIII. NON-COLLUSION

By submitting a Proposal, Proposers hereby warrant and represent that any ensuing Contract has not been solicited or secured directly or indirectly in a manner contrary to the laws of the State of New York, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the Contract by any conduct, including the paying or giving of any fee, commission, compensation, gift, or gratuity or consideration of any kind, directly or indirectly, to any member of the board of directors, employee, officer or official of RIOC.

IX. IRAN DIVESTMENT ACT

By submitting a Proposal or by assuming the responsibility of any Contract awarded hereunder, Proposers hereby certify that they are not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New

York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the New York State Office of General Services website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf and further certify that they will not utilize any subconsultant that is identified on the Prohibited Entities List on this Contract. The selected Proposer agrees that should it seek to renew or extend any Contract awarded hereunder, it must provide the same certification at the time the Contract is renewed or extended. The selected Proposer also agrees that any proposed assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before RIOC may approve a request for assignment of the Contract.

During the term of any Contract awarded hereunder, should RIOC receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, RIOC will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the New York State Iran Divestment Act of 2012 within 90 days after the determination of such violation, then RIOC shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the selected Proposer in default of the awarded Contract.

RIOC reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with the selected Proposer should it appear on the Prohibited Entities List hereafter.

X. ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Proposers for this Contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as Subconsultants, suppliers, protégés or other supporting roles.

Proposers need to be aware that all authorized users of this Contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the Contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their contracts. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State businesses be used in the performance of this contract? _____Yes _____No

If yes, identify New York State businesses that will be used and attach identifying information.

EXHIBIT A

SCOPE OF WORK

The consultant team will be responsible for, but not limited to, the following tasks:

- Conduct a detailed evaluation of Roosevelt Island's exposure and susceptibility to coastal storm events, projected sea level rise, extreme precipitation, and cloudburst conditions, incorporating relevant climate-change projections and multiple return periods.
- Perform coastal, hydrodynamic, and hydraulic modeling to quantify flood extents, depths, velocities, and associated risk profiles under multiple hazard scenarios.
- Identifying flood hazards and determining which structures and infrastructure are most vulnerable.
- Assess existing drainage conditions and recommend improvement measures to address the most critical and recurrent areas of concern.
- Complete all necessary topographic, boundary, and utility survey work.

In addition to the tasks outlined above, the consultant team shall identify and evaluate feasible interim flood protection strategies to mitigate near-term risks prior to long-term capital improvements. These may include:

- Deployable flood barriers
- Temporary berms or floodwalls
- Backflow preventers
- Emergency pumping strategies
- Operational protocols and emergency response measures
- Climate change scenarios

Recommendations should align with NYC Emergency Management and FEMA best practices.

Deliverables

The team will synthesize all findings into a comprehensive report. This report will directly inform and shape the broader scope of work for the forthcoming Islandwide Infrastructure Assessment.

EXHIBIT C

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MBEs/WBEs AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

Pursuant to New York State Executive Law Article 15-A and 5 NYCRR §§140-145, RIOC recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified MBEs/WBEs and the employment of minority group members and women in the performance of RIOC contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether MBEs/WBEs had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" (the "Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of MBEs/WBEs in state procurement contracting versus the number of MBEs/WBEs that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified MBEs/WBEs program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that RIOC establish goals for maximum feasible participation of New York State Certified MBEs/WBEs and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MBEs/WBEs

For purposes of this solicitation, RIOC hereby establishes an overall goal of **30%** for MBE/WBE participation, (based on the current availability of qualified MBEs and WBEs). A contractor ("Contractor" or "Consultant") on the Contract must document good faith efforts to provide meaningful participation by MBEs/WBEs as Subconsultants or suppliers in the performance of the Contract and Contractor agrees that RIOC may withhold payment pending receipt of the required MBE/WBE documentation. The directory of New York State Certified MBEs/WBEs can be viewed at: https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=7562. For guidance on how RIOC will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MBE/WBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and RIOC may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MBEs/WBEs had Contractor achieved the contractual MBE/WBE goals; and (2) all sums actually paid to MBEs/WBEs for work performed or materials supplied under the Contract.

By submitting a bid or Proposal, a Proposer agrees to demonstrate its good faith efforts to achieve its goals for the utilization of MBEs/WBEs by submitting evidence thereof through the New York State Contract System (the "NYSCS"), which can be viewed at https://ny.newnycontracts.com, provided, however, that a Proposer may arrange to provide such evidence via a non-electronic method by contacting RIOC. Please note that the NYSCS is a one stop solution for all of your MBE/WBE and Article 15-A contract requirements. For additional information on the use of the NYSCS to meet the Proposer's MBE/WBE requirements please see the attached MBE/WBE guidance from the New York State Division of Minority and Women's Business Development, "Your MWBE Utilization and Reporting Responsibilities Under Article 15-A."

A. Additionally, a Proposer agrees to submit a Utilization Plan with their bid or Proposal as evidence of compliance with the foregoing. Any modifications or changes to the Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised Utilization Plan and submitted to RIOC.

B. RIOC will review the submitted Utilization Plan and advise the Proposer of RIOC's acceptance or issue a notice of deficiency within 30 days of receipt.

C. If a notice of deficiency is issued, Proposer agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to RIOC, at the address specified in this RFP, or by facsimile at 212-417-2279 a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by RIOC to be inadequate, RIOC shall notify the Proposer and direct the Proposer to submit, within five (5) business days, a request for a partial or total waiver of MBE/WBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or Proposal.

D. RIOC may disqualify a Proposer as being non-responsive under the following circumstances:

1) If a Proposer fails to submit a Utilization Plan;

2) If a Proposer fails to submit a written remedy to a notice of deficiency;

3) If a Proposer fails to submit a request for waiver; or

4) If RIOC determines that the Proposer has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE/WBE identified within its Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to the Contract award may be made at any time during the term of the Contract to RIOC but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor's MBE/WBE Contractor Compliance & Payment Report to RIOC on a monthly basis over the term of the Contract documenting the progress made toward achievement of the MBE/WBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a bid or Proposal in response to this RFP, the Proposer/Contractor agrees with all of the terms and conditions of the attached M/WBE – Equal Employment Opportunity Policy Statement. The Contractor is required to ensure that it shall and any Subconsultants awarded a subcontract over $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon, except where such work is for the beneficial use of the Contractor, undertake or continue programs 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, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract or (ii) employment outside New York State.

The Proposer further agrees to submit a MBE/WBE and Equal Employment Opportunity Policy Statement, Form # 4, to RIOC with their Proposal.

To ensure compliance with Article 15-A, Proposer further agrees, where applicable, to submit with the Proposal, a staffing plan identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to RIOC a workforce utilization report identifying the workforce actually utilized on the Contract, if known, through the NYSCS; provided, however, that a Proposer may arrange to provide such report via a non-electronic method by contacting RIOC.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other New York State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as are allowed by the Contract.

For questions on MBE/WBE participation, joint ventures and sub-contracting goals, please contact RIOC Designated Contact .

Your MBE/WBE Utilization and Reporting Responsibilities
Under Article 15-A

The New York State Contract System ("NYSCS") is your one stop tool compliance with New York State's MBE/WBE Program. It is also the platform New York State uses to monitor state contracts and MBE/WBE participation.

GETTING STARTED

To access the system, please login or create a user name and password at https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=7562. If you are uncertain whether you already have an account set up or still need to register, please send an email to the customer service contact listed on the Contact Us & Support page, or reach out to your contract's project manager. For verification, in the email, include your business name and contact information.

VENDOR RESPONSIBILITIES

As a vendor conducting business with New York State, you have a responsibility to utilize minority- and/or women-owned businesses in the execution of your contracts, per the MBE/WBE percentage goals stated in your solicitation, incentive proposal or contract documents. NYSCS is the tool that New York State uses to monitor MBE/WBE participation in state contracting. Through the NYSCS you will submit utilization plans, request Subconsultants, record payments to Subconsultants, and communicate with your project manager throughout the life of your awarded contracts.

There are several reference materials available to assist you in this process, but to access them, you need to first be registered within the NYSCS. Once you log onto the website, click on the **Help & Support** >> link on the lower left hand corner of the Menu Bar to find recorded trainings and manuals on all features of the NYSCS. You may also click on the **Help & Tools** icon at the top right of your screen to find videos tailored to primes and Subconsultants. There are also opportunities available to join live trainings, read up on the "Knowledge Base" through the Forum link, and submit feedback to help improve future enhancements to the system. Technical assistance is always available through the **Contact Us & Support** link on the NYSCS website (https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=7562).

For more information, contact your project manager.

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

MBE/WBE AND EEO POLICY STATEMENT

I, ________________________(the "Contractor"), agree to adopt the following policies with respect to the project being developed at, or services rendered to, Roosevelt Island Operating Corporation (RIOC).

MBE/WBE

This organization will and will cause its contractors and Subconsultants to take good faith actions to achieve the MBE/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively soliciting bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to MBE/WBE contractor associations.

(2) Requesting a list of State-certified MBEs/WBEs from RIOC and soliciting bids from these MBEs/WBEs directly.

(3) Ensuring that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective MBEs/WBEs.

(4) Where feasible, dividing the work into smaller portions to enhance participations by MBEs/WBEs and encourage the formation of joint venture and other partnerships among MBE/WBE contractors to enhance their participation.

(5) Documenting and maintaining records of bid solicitation, including those to MBEs/WBEs and the results thereof. The Contractor will also maintain records of actions that its Subconsultants have taken toward meeting MBE/WBE contract participation goals.

(6) Ensuring that progress payments to MBEs/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives are developed to encourage MBE/WBE participation.

EEO

(a) This organization 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 diversity programs to ensure that minority group members 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) This organization shall state in all solicitation 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 disability or marital status.

(c) At the request of RIOC, this organization shall request that each employment agency, labor union, or authorized 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 this organization's obligations herein.

(d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subconsultants shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subconsultant as to work in connection with the State contract.

Agreed to this ________day of ____________________, 2026

By ____

Print: ______________________________________Title: ______________________________

_________________________________is designated as the Contractor's Minority Business Enterprise Liaison responsible for administering the Minority and Women-Owned Business Enterprises - Equal Employment Opportunity (MBE/WBE - EEO) program.

MBE/WBE Contract Goals

30% Minority and Women's Business Enterprise Participation

___% Minority Business Enterprise Participation

___% Women's Business Enterprise Participation

____
(Authorized Representative)

Title: ____

Date: ____

EXHIBIT D

RIOC Board Members:

1. RuthAnne Visnauskas, Chair, Commissioner of NYSHCR
2. Blake G. Washington, Director of BUDGET
3. Marc Jonas Block
4. Fay Christian
5. Conway Ekpo
6. Dr. Michal L. Melamed
7. Howard Polivy
8. Prof. Lydia W. Tang
9. Melissa A. Wade

RIOC Employees

1.	Luis	Abreu
2.	Akbar	Afgan
3.	Judith	Agosto
4.	Christopher	Alexander
5.	Dhruvika	Amin
6.	Mohamed	Amor
7.	Anthony	Amoroso
8.	Justin	Andujar
9.	Michael	Argenzio
10.	Steven	Ayala
11.	Ibrahima	Bah
12.	Alex	Banashko
13.	Avary	Beatty
14.	Govind	Bedasie
15.	Miguel	Beltre
16.	Rebecca	Beaver
17.	Noemi	Bisnauth
18.	Desmal	Body
19.	Abdelkader	Boujoual
20.	Mostafa	Boujoual
21.	Richard	Bracy
22.	Pharlande	Brizeus
23.	Christopher	Brown
24.	Katlyn	Brown
25.	Kevin	Brown
26.	Nevaeh	Brown
27.	Leonard	Bunbury
28.	Timothy	Burns
29.	Minham	Cader
30.	Walter	Campbell

31.	Oscar	Cariaga
32.	David	Cass
33.	Diana	Castellanos
34.	Kimberly	Chacon
35.	Iris	Chan
36.	Steven A.	Cohen
37.	Wanda M.	Coleman
38.	Mary	Cunneen
39.	Enrique	DaCosta
40.	Bryant	Daniels
41.	Jovy	Darbouze
42.	Elvis	De La Cruz
43.	Patrick	DeCanio
44.	Dervirael	DeLeon
45.	Yolanda	Delgado
46.	William	Dentone
47.	Daniel	Diaz
48.	Clydell T.	Dickens
49.	Nicholas	Dones
50.	Suzanne	Dooley
51.	Moussa	Fall
52.	Michelle	Farfan
53.	Andrew	Feely
54.	Tory	Ferguson
55.	Erewil	Ferreira
56.	Christian	Ferrer
57.	Claudia	Filomena
58.	Amy	Firestein
59.	Anita	Fisher
60.	Philip	Flynn Jr.
61.	Luis	Fonseca
62.	Steven	Friedman
63.	Adrian	Frometa
64.	Marco	Gonzalez
65.	Michael	Gonzalez
66.	David	Greene
67.	Joshua	Greene
68.	Sariah	Hammond
69.	Pablo	Heras
70.	Riammy	Hernandez
71.	Isaiah	Holman
72.	Mohammad	Hoque
73.	Daniel	Impellizeri
74.	Thomas	Imperati
75.	Julio	Jimenez
76.	Benjamin	Jones
77.	Zeyana	Jones
78.	Kasheen	Key

79.	Christopher	LaSalle
80.	Lisa	Lin
81.	Joaquin	Linares
82.	Rodell	Lindsey
83.	Wei Lin	Looi
84.	Vitaliy	Lopadchak
85.	Franklyn	Luciano
86.	Bryson	Lyle
87.	Precious	Mack
88.	Johan	Mantilla
89.	Meagen	Martinez
90.	Cormac	Mason
91.	Claude A.	McFarlane
92.	Ellena	McKnight-Breazu
93.	Michael	McShane
94.	Ana	Medina
95.	Kiara	Melendez
96.	Manuel	Melendez
97.	Bryan	Merino
98.	Sarwar	Miah
99.	Gabriella	Mingo
100.	Angel	Miranda
101.	Gloria	Montano
102.	Kevin	Montes Sosa
103.	Steven	Moore
104.	Aida	Morales
105.	Diana	Morales
106.	Joshua	Morales
107.	Michael	Morales
108.	Ava	Narchet
109.	Joseph	Natale
110.	Charles	Naylor
111.	Johnathan	Neal
112.	Matthew	Nyoto
113.	Marta	Olszewska
114.	Mehdi	Omrani
115.	Brian	Ortiz
116.	Nestor	Ortiz
117.	Samantha	Palma
118.	Stephanie	Patino
119.	Christina	Paula
120.	Alex	Perez
121.	Eddie	Perez
122.	Jeugee	Perez
123.	Stephanie	Perez
124.	Steven	Perez
125.	Jania	Perry

126.	Averrion	Peterson
127.	Joseph J.	Petrone
128.	Lance	Polivy
129.	Isaiah	Pumarejo
130.	Tara	Ramprashad
131.	Julia	Raysor
132.	Ian	Remor
133.	Rachel	Remor
134.	Luz M.	Reyes
135.	Felix	Riascos
136.	Matthew	Richardson
137.	Justin	Ridgel
138.	Hilda	Rivera
139.	Roberto	Rivera
140.	Luisana	Rodriguez
141.	Luis	Ruiz
142.	Kenan	Sabovic
143.	Ameerah	Saleh
144.	Sharese	Samuel
145.	Steven	Sanchez
146.	Alvaro	Santamaria
147.	Nicko	Simpson
148.	Alberto	Siqueira
149.	Suren	Smbatyan
150.	Sean	Smith
151.	Nelson	Soltren
152.	Leonela	Startseva
153.	Lada	Stasko
154.	Estrella	Suarez
155.	Alexzandra	Tatum
156.	Sonam	Tenzin
157.	Toni	Tinoco
158.	Jada	Tom
159.	Yakov	Trukhin
160.	Megan	Vasquez
161.	Arielis	Villalona
162.	Melisa	Villanueva
163.	Shanshan	Wang
164.	Dantae	Warren
165.	Zaire	Williams
166.	Russell	Wimberly
167.	Xubin	Yang

<u>EXHIBIT E</u>

CONSULTANT AGREEMENT

[ATTACHED]

CONSULTANT AGREEMENT

between

Roosevelt Island Operating Corporation

and

____

Dated as of ________________, 2026

Contract No. __-_____

FLOOD RISK ASSESSMENT

<u>TABLE OF CONTENTS</u>

CONSULTANT AGREEMENT

AGREEMENT (the "Agreement") by and between **Roosevelt Island Operating Corporation** , (the "Owner"), a body corporate and politic, constituting a public benefit corporation, having a place of business at 426 Main street, New York, NY 10044, and ______________________________, formed under the laws of the State of __________, having an office at ____________________________________(the "Consultant").

W I T N E S S E T H:

WHEREAS, Owner has fee title to certain real property located in the City, County and State of New York, generally known as **Roosevelt Island**; and

WHEREAS, Owner has primarily developed **Roosevelt Island**, through a General Development Plan, with the goal of creating a richly diversified mixed use community providing residential and commercial space with related amenities such as parks, plazas, recreational areas and a waterfront esplanade; and

WHEREAS, Owner intends to retain the services of Consultant to perform on-call construction management services for assigned projects ("Jobs") as provided in the Agreement, and Consultant desires to perform such services for Owner.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereby agree as follows:

1. Scope of Work and Assignment of Jobs

(a) SCOPE OF WORK

1) For Jobs assigned to Consultant pursuant to this Agreement, and unless otherwise expressly stated or limited, the Scope of Work will consist of those tasks outlined in Exhibit A to this Agreement (the "General Scope Requirements").

2) In addition to the General Scope Requirements, on particular Jobs the Consultant shall provide additional services set forth in the associated Job Order (the "Job Specific Scope").

(b) ASSIGNMENT OF JOBS

1) The procedure for the assignment of Jobs is set forth in Exhibit B to this Agreement, "Procedure for Assignment of Work."

2) Each Job Order shall be deemed to be incorporated into this Agreement. The form of Job Order is attached hereto as Exhibit C.

2. Time for Performance

(a) Consultant shall perform the Work as expeditiously as is consistent with professional skill and the orderly progress of the Work, and in accordance with the schedule set forth in the applicable Job Order(s) or the attached Scope of Work. Any schedule incorporated into this Agreement shall not be exceeded by Consultant, except for reasonable cause. Whether reasonable cause exists for a schedule delay shall be determined solely by the Owner.

(b) The term of this Agreement shall begin on the date this Agreement is fully executed (the "Commencement Date") and shall terminate not later than three (3) years subsequent to the date of execution (the "Expiration Date") (such period from the Commencement Date to the Expiration Date is referred to herein as the "Term") unless this Agreement is earlier terminated pursuant to Section 6- Termination.

Owner may, at its sole option, extend the Term for an additional one (1) year, up to two times. Consultant shall be notified in writing if Owner intends to exercise its extension option.

3. Compensation

(a) The total amount of compensation potentially payable for all Work performed under this Agreement is the not-to-exceed amount of **____________________($__________)** (the "Fee"). No portion of the Fee is payable until the Consultant has been assigned a Job Order. As work is performed pursuant to a Job Order, the Consultant shall be entitled to invoice amounts up to the not-to-exceed price (the "Maximum Price") identified in the Job Order.

(b) The Consultant shall provide invoices no more frequently than once a month, and shall be entitled to payment for each staff member ("Employee") as follows:

Employee's Actual Rate of Pay	x	Multiplier Identified in Exhibit D	x	Number of Hours Worked	=	Total Amount Earned

The Actual Rate of Pay for any Employee shall be the hourly rate paid to the Employee as reported on the Employee's pay stub, or (in the case of salaried employees) a pro-rated equivalent of the salary as reported on the Employee's pay stub based upon a 40 hour work week and/or a 167-hour work month. Employee's Actual Rate of Pay shall not exceed the rate range identified in Exhibit D for Employee's position/title, subject to any revisions to the rate range allowed by (d) below.

(c) In addition, the Consultant shall be entitled to reimbursement for any materials, equipment, incidentals and other items identified in the Job Order and/or the Consultant's Job Order Proposal, or otherwise approved in advance by the Owner, but Consultant shall not be entitled to any profit or overhead overrides on such costs. Consultant shall submit copies of receipts or other supporting documentation for any qualifying expenses incurred.

(d) If the Term is extended for one or more additional annual terms pursuant to Section 2(b), or for any additional time pursuant to Section 4(b) of the Agreement, Consultant may increase the rate ranges payable under Exhibit D by a maximum of 5% per term extension.

(e) Consultant shall submit monthly requests for payment to the Owner that shall:

(i) include the name, address and telephone number of Consultant;

(ii) be accompanied by time sheets, in substantially the form provided in Exhibit E ("Form of Time Sheet"), attached hereto and made part hereof, containing a description of the work performed and indicating the number of hours worked by each employee;

(iii) for each employee, itemize (a) the number of hours worked by said employee, (b) that employee's Actual Rate of Pay (or pro-rated equivalent for salaried employees), (c) the Multiplier, and (d) the total amount billed to Owner for that employee's work; and

(iv) reference the Agreement and the Job Order under which services were rendered.

Consultant shall provide separate invoices for each Job Order and shall clearly identify the job being invoiced.

(f) Owner shall pay Consultant in accordance with Owner's Prompt Payment Policy, a copy of which can be found at: https://www.rioc.ny.gov/info/corporate-documents . Owner may withhold from any payment an amount equal to any costs or damages incurred by Owner as a result of Consultant's negligence or breach of this Agreement.

(g) All Invoices should be submitted electronically to accounts-payable@rioc.ny.gov and addressed as follows:

Attn.: Accounts Payable

Roosevelt Island Operating Corporation

426 Main street

New York, NY 10044

A duplicate copy is to be sent electronically to the attention of the Project Manager specified in the Job Order.

(h) In the absence of a written agreement authorized pursuant to Section 4(c) below, Consultant shall not be entitled to any compensation on a Job in excess of the Maximum Price identified in the corresponding Job Order.

4. Increase and Decrease in the Scope of Consultant's Job Order Work

(a) Consultant understands that the Maximum Price identified in each Job Order is the maximum compensation that it will receive for the Scope of Work identified in that Job Order, and that the Consultant is obligated to complete the Job regardless of whether it has performed services or incurred cost that, if invoiced in accordance with the terms of the Job Order and this Agreement, would exceed the Maximum Price.

(b) Owner shall have the right to make changes to, increase or reduce the Scope of Work for any Job Order, or extend the Term of any Job Order or of this Agreement, at any time and for any reason, upon written notice to Consultant specifying the nature and extent of such changes.

(c) If Consultant believes that any work it has been directed to perform by Owner is beyond the Scope of Work set forth in this Agreement or in the associated Job Order, and constitutes extra work, Consultant shall so notify Owner within ten (10) business days of direction to perform. Owner shall determine whether or not such work is in fact beyond the scope of the Work and is considered extra work. If Owner determines that such work constitutes extra work to Consultant or any Subconsultant (as defined in Section 25 of this Agreement), Owner will authorize an increase to the Maximum Price for that Job Order in an amount mutually agreed to in writing by Owner and Consultant, and signed by the Senior Vice President of Real Property.

(d) Should a dispute arise regarding extra work, Consultant must continue to perform as required by the Agreement (including the performance of any alleged extra work as directed), pending resolution of the dispute. Consultant must track all time spent exclusively on any alleged extra work, and failure to do so constitutes a waiver of Consultant's right to additional compensation.

5. Consultant Cooperation

(a) Consultant shall work with such firms or individuals as Owner shall designate from time to time in connection with the Work, and agrees to meet with such firms or individuals at such times as Owner may require in order to maintain an ongoing review process so as to expedite determinations and approvals required to be made in connection with the Work.

(b) Consultant shall render any assistance that Owner may require with respect to any claim or action arising from or in any way relating to Consultant's services during or subsequent to the Term of this Agreement, including, but not limited to, review of claims, preparation of technical reports and participation in negotiations, both before and after Consultant has completed performance of the Work under this Agreement and without any additional compensation therefor.

6. Termination

(a) *Termination for Convenience*. Owner, at any time, may terminate this Agreement or any Job Order issued hereunder, in whole or in part. Any such termination shall be effected by mailing or delivering to Consultant a written notice of termination specifying the extent to which performance of the Work under this Agreement is terminated and the date upon which such termination becomes effective. Upon receipt of the notice of termination, Consultant shall act promptly to minimize any expenses resulting from said termination. Owner shall pay Consultant the costs actually incurred by Consultant, including any Fee for Work actually and satisfactorily performed up to the effective date of the termination. In no event shall Consultant be entitled to compensation in excess of the total consideration of this Agreement. In the event of such a termination, Owner may take over the Work and prosecute same to completion by contract or otherwise, and may take possession of and utilize such work product, materials, appliances, and plant as may be on the site and necessary or useful to complete the Work. Except as otherwise provided herein, all of Owner's liability hereunder shall cease and terminate as of the effective date specified in such notice of termination.

(b) *Termination for Cause*. Owner may terminate this Agreement for cause if:

(i) Consultant shall fail to diligently, timely and expeditiously perform any of its obligations as set forth in the Agreement;

(ii) Any representation or warranty made or deemed to have been made under this Agreement by Consultant shall prove to be untrue in any material respect;

(iii) Consultant shall make a general assignment for the benefit of its creditors, or a receiver or trustee shall have been appointed on account of Consultant's insolvency, or Consultant otherwise shall be or become insolvent, or an order for relief shall have been entered against Consultant under Chapter 7 or Chapter 11 of Title 11 of the United States Code;

(iv) a breach of any covenant or agreement contained in Section 16 of this Agreement or any other section of this Agreement shall occur; or

(v) Consultant fails to respond to five or more Job Notifications; or

(vi) Consultant otherwise shall be in default or in breach hereunder;

by serving written notice upon Consultant of Owner's intention to terminate this Agreement. Such notice shall state: (1) the reason(s) for Owner's intention to terminate the Agreement, and (2) the effective date of termination, to be not less than three (3) calendar days after the date of the notice of termination. If Consultant shall fail to cure the reason(s) for termination or make arrangements satisfactory to Owner on or before the effective date of termination, this Agreement shall terminate on the date specified by Owner in the notice of termination. In the event of any such termination, Owner may take over the Work and prosecute same to completion by contract or otherwise, for the account and at the expense of Consultant, and Consultant shall be liable to Owner for all costs incurred by Owner by reason of said termination. In the event of such termination, Owner may take possession of and utilize such work product, materials, appliances, and plant as may be on the site and necessary or useful to complete the Work. Upon Owner's completion of the Work following a termination for cause, Consultant shall be entitled to such amount of the Fee that has not theretofore been paid to Consultant and that shall compensate Consultant for all Work actually and satisfactorily performed by it up to the date of termination, provided, however, that Owner shall deduct from any amount all additional costs and expenses that Owner may incur over those which Owner would have incurred in connection with the Work if Owner had not so terminated this Agreement for cause. Nothing contained in this Agreement shall limit in any manner any and all rights or remedies otherwise available to Owner by reason of a default by Consultant under this Agreement, including, without limitation, the right to seek full reimbursement from Consultant for all costs and expenses incurred by Owner by reasons of Consultant's default hereunder and which Owner would not have otherwise incurred if Consultant had not defaulted hereunder.

(c) Upon any termination of this Agreement in accordance with the provisions of this Section 6, Consultant shall, with respect to the Work which is the subject of such termination:

(i) discontinue all its services from and after the date of the notice of termination, except to attempt to cure any reason(s) for termination or as may be required to complete any item or portion or services to a point where discontinuance will not cause unnecessary waste of duplicative work or cost;

(ii) cancel, or if so directed by Owner, transfer to Owner all commitments and agreements made by Consultant relating to the Work, to the extent same are cancelable or transferable by Consultant;

(iii) transfer to Owner in the manner, to the extent, and at the time directed by Owner, all work product, supplies, materials and other property produced as a part of, or acquired in the performance of the Work; and

(iv) take other actions as Owner may reasonably direct.

(d) In the event that Consultant, having been terminated, thereafter obtains a determination, in a judicial or other action or proceeding, that such termination was unwarranted, without basis, or invalid for any reason, then the termination shall be deemed to have been one for the convenience of Owner and Consultant shall be entitled to be reimbursed and paid as provided in Subsection 6(b) but to no other payments or damages.

7. Suspension

Owner may, at any time and for any reason, order Consultant in writing to suspend, delay or interrupt performance of all or any part of the Work for a reasonable period of time as the Owner may determine. Upon receipt of a suspension order, Consultant shall, as soon as practicable, cease performance of the Work as ordered and take immediate affirmative measures to protect such Work from loss or damage. Consultant specifically agrees that such suspension, delay or interruption of the performance of Work pursuant to this Section 7 shall not increase the cost of performance of the Work of this Agreement. Owner may extend the Term or any date set forth in schedule referenced in Section 2 *supra*, to compensate Consultant for lost time due to suspension, delay or interruption, and such time extension shall be Consultant's sole compensation for same. Consultant shall resume performance of such Work upon the date ordered by Owner.

8. Assignment

(a) Consultant shall not by agreement, operation of law, or otherwise, assign, encumber, transfer, convey, sublet or otherwise dispose of this Agreement to any entity or person, in whole or in part, including but not limited to an assignment, transfer or conveyance by change in the control or change in the ownership of the Consultant or a change in control or change in the ownership of any entity owning or controlling the Consultant, without the prior written consent of Owner, which consent may be withheld, conditioned or delayed in the Owner's sole discretion. A "change in control" includes, but is not limited to, any change in the ownership or control of the Consultant or any entity owning or controlling the Consultant, whether such change results from a merger, or a sale, assignment or transfer of stock, or a sale of assets, or a sale, transfer or assignment of assets to an affiliate or subsidiary, or a sale, transfer or assignment of assets to an affiliate or subsidiary with a subsequent sale or transfer of such affiliate or subsidiary, or a transfer or change in control by contract or other such agreement.

(b) Any action by the Consultant which violates the provisions of section A, above, shall be deemed to be a material breach of the terms of this Agreement by the Consultant and

Owner shall have all rights and remedies available to it under law and equity, including termination of the Agreement.

9. Ownership of Documents

(a) All material specifically prepared under this Agreement and excluding any intellectual property already owned by Consultant that is furnished by Consultant or any Subconsultants (including but not limited to all film, video, or digital assets, Hypertext Markup Language ("HTML") files, JavaScript files, flash files, etc.) in connection with the Work shall be deemed Works Made for Hire and become the sole property of Owner. Consultant shall provide a tangible copy of the Work to Owner in any form(s) to be specified by Owner. Such materials may be used by Owner, in whole or in part, or in modified form, for any and all purposes Owner may deem desirable without further employment of, or payment of any additional compensation to Consultant. Consultant hereby acknowledges that whatever participation Consultant has, or will have, in connection with any copyrightable subject matter that is the subject of the Work is and shall be deemed Work Made for Hire on behalf of the Owner and that the Owner shall be the sole owner of the Work, and all underlying rights therein, worldwide and in perpetuity. In the event that the Work, or any portion thereof, does not qualify or is deemed not to be Work Made for Hire, Consultant hereby irrevocably transfers and assigns to the Owner all of Consultant's right, title and interest, throughout the world, in and to the Work, including, without limitation, all of Consultant's right, title and interest in the copyrights to the Work, including the unrestricted right to make modifications, adaptations and revisions to the Work and hereby waives any so-called "moral rights" with respect to the Work. Consultant grants to Owner a royalty free, worldwide perpetual, irrevocable, nonexclusive license to reproduce, modify, and publicly display the Work.

(b) Any plans, drawings, or specifications prepared by or on behalf of Consultant for the Project shall become property of Owner, and Consultant may not use same for any purpose not relating to the Project without Owner's prior written consent. Consultant may retain such reproductions of plans, drawings or specifications as Consultant may reasonably require. Upon completion of the Work or the termination of this Agreement, Consultant shall promptly furnish Owner with a complete set of original record prints. All such original materials shall become property of Owner who may use them, without Consultant's permission, for any proper purpose including but not limited to additions or completion of the Project.

10. INSURANCE REQUIREMENTS

A General Requirements

The total cost of the required insurance listed in paragraphs 2) and 3) below, must be incorporated into the Cost Proposal. The additional insured protection afforded RIOC must be on a primary and noncontributory basis. All policies must include a waiver of subrogation in favor of RIOC, no policies may contain any limitations / exclusions for New York Labor Law claims.

All of the carriers that provide the below required insurance must be rated "A-:VII" or better by A.M. Best and must provide direct written notice of cancellation or non-renewal to RIOC at least 30 days before such cancellation or non-renewal is effective, except for cancellations due to non-payment of premium, in which case 10 days written notice is acceptable.

B. Insurance Requirements for the Selected Proposer

The selected Proposer will be required to obtain and provide proof of the types and amounts of insurance listed below: (i) as a condition precedent to the award of the contract for the Project; and (ii) continuing throughout the entire Term. The insurance policies listed below must also conform to the applicable terms of the Contract, as shown in RIOC's consultants agreement attached.

- Commercial General Liability Insurance, written on ISO Form CG 00 01 or its equivalent and with no modification to the contractual liability coverage provided therein, shall be provided on an occurrence basis and limits shall not be less than:
    - $1,000,000 per occurrence
    - $2,000,000 general aggregate which must apply on a per location / per project basis

RIOC must be protected as additional insureds on ISO Form CG 2010 (11/85) or its equivalent on policies held by the selected Proposer and any of its sub-contractors. Should the Proposer's work include construction activities of any kind, then the Proposer must maintain Products/Completed Operations coverage for no less than three years after the construction work is completed, and continue to include Additional Insured protection for RIOC, the New York State Urban Development Corporation d/b/a Empire State Development, the Division of Housing and Community Renewal, the State of New York, the City of New York, for the prescribed timeframe. When providing evidence of insurance, the Proposer must include a completed Acord 855 NY form.

- Workers' Compensation, Employer's Liability, and Disability Benefits shall not be less than statutory limits.
- Professional Liability ("Errors & Omissions") Insurance must be maintained at a limit of not less than $3,000,000 each claim.
- Automobile Liability Insurance with a combined single limit of not less than $1,000,000. Coverage must apply to the Proposer's owned, hired, and non-owned vehicles and protect RIOC, the New York State Urban Development Corporation d/b/a Empire State Development, the Division of Housing and Community Renewal, the State of New York, the City of New York, as additional insureds.

- **Workers' Compensation, Employer's Liability, and Disability Benefits** shall not be less than statutory limits, including United States Longshore and Harbor Workers Act coverage as applicable to the operations of the Proposer.
- **Professional Liability ("Errors & Omissions") Insurance** must be maintained at a limit of not less than $3,000,000 each claim.

Additional Coverage Requirements: RIOC reserves the right to require additional coverage, including an increase the Commercial General Liability coverage limits, for particular Job Orders on a case by case basis. RIOC shall identify any additional coverage requirements for particular Jobs Order in the Job Notification, and the selected Proposers must incorporate their increased costs, if any, in their Job Proposals.

C. Insurance Requirements for all Subconsultants (also referred to as "Subconsultants")

Any subconsultant(s) utilized by the selected Proposer will be required to obtain the types and amounts of insurance listed below: (i) as a condition of commencing any Work; and (ii) continuing throughout the duration of the Subconsultant's Work. The insurance policies listed below must also conform to the applicable terms of the Contract, as shown in RIOC's sample form of contract attached:

- Commercial General Liability Insurance, written on ISO Form CG 00 01 or its equivalent and with no modification to the contractual liability coverage provided therein, shall be provided on an occurrence basis and limits shall not be less than:
    - $1,000,000 per occurrence
    - $2,000,000 general aggregate which must apply on a per location / per project basis

RIOC, the New York State Urban Development Corporation d/b/a Empire State Development, the Division of Housing and Community Renewal, the State of New York, the City of New York, as additional insureds. must be protected as additional insureds on ISO Form CG 2010 (11/85) or its equivalent on policies held by all Sub-consultants.

- Workers' Compensation, Employer's Liability, and Disability Benefits shall not be less than statutory limits, including United States Longshore and Harbor Workers Act coverage as applicable to the operations of the Sub-consultant.
- Sub-consultants will also be required to obtain all other insurances listed in Section (2) unless otherwise approved in writing by RIOC prior to commencement of any sub-consultant's work.

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11. Authority of Owner

The Work shall be subject to the general supervision, direction, control and approval of Owner or its authorized representative(s), whose decision shall be final and binding upon Consultant as to all matters arising in connection with or relating to this Agreement and any Job Order issued hereunder. Owner shall determine all matters relative to the fulfillment of this Agreement on the part of Consultant and such determination shall be final and binding on Consultant.

12. Entire Agreement

(a) The Agreement will be comprised of the following documents: (1) this Agreement, inclusive of all exhibits; (2) any subsequent amendments to this Agreement; and (3) any Purchase Orders issued after the execution of this Agreement, inclusive of attachments thereto. Collectively, these documents constitute the "Contract Documents").

(b) In the event of a conflict or inconsistency between or among portions or provisions of the Contract Documents, the more stringent requirement will control. In the event that none of the conflicting or inconsistent portions or provisions are more stringent, the Contract Documents, inclusive of any changes or modifications made by addenda, shall apply in the following order of precedence:

i. Sections 1 through 39 of this Agreement;
ii. The Scope of Work attached to the Job Order in question;
iii. The Construction Drawings and Specifications attached to the Job Order in question;
iv. The Approach Plan provided by the Consultant, as approved by the Owner;
v. The General Scope Requirements contained in Exhibit A to this Agreement.

(c) The Contract Documents constitute the entire Agreement between Owner and Consultant, and any prior agreements or understandings between Owner and Consultant with respect to any portion of the Work are hereby merged into and with this Agreement.

(d) All Purchase Orders are presumed to contain all the obligations set forth in this Agreement, whether or not specifically set forth in the Purchase Order.

13. Consultant as Independent Contractor

Notwithstanding any other provision of this Agreement, Consultant's status shall be that of an independent contractor and not that of a servant, agent or employee of Owner. Accordingly, Consultant shall not hold itself out as, nor claim to be acting in the capacity of, an officer, agent, employee or servant of Owner.

14. Maintenance, Audit and Examination of Accounts

Consultant shall, until the earlier of six (6) years after completion of the performance of the Work or six (6) years after termination of this Agreement, maintain, and require all Subconsultants to maintain, complete and correct books and records relating to all aspects of Consultant's obligations hereunder, including without limitation, accurate cost and accounting records specifically identifying the costs incurred in performing their respective obligations, and shall make such books and records available to Owner or its authorized representatives for review and audit at all such reasonable times as Owner may request. In the event that Consultant and/or any Subconsultants shall fail to comply with the provisions of this Section 14, and as a result thereof shall be unable to provide reasonable evidence of such compliance, Owner shall not be required to pay any portion of the Fee and Reimbursable Expenses then due or next becoming due, as the case may be, with respect to such items, and if such compensation has already been paid, Owner may require Consultant to refund any such payment made. Any excessive audit costs incurred by Owner due to Consultant's or any Subconsultant's failure to maintain adequate records shall be borne by Consultant.

15. Acceptance of Final Payment; Release and Discharge

Final payment shall be made to Consultant upon satisfactory completion and acceptance by Owner of the Work required under this Agreement or Job Order(s) issued hereunder, or all Work performed prior to the termination of this Agreement or a Job Order if terminated pursuant to Section 6 hereof, and upon submission of a certification that all Subconsultants have been paid their full and agreed compensation. The acceptance by Consultant of the final payment under this Agreement, or any final payment due upon termination of this Agreement under Section 6 hereof, shall constitute a full and complete waiver and release of Owner from any and all claims, demands and causes of action whatsoever that Consultant, and/or it successors and assigns have, or may have, against Owner under the provisions of this Agreement, unless a detailed and verified statement of claim is served upon Owner prior to the date final payment is tendered by Owner. It is expressly understood and agreed that Owner's or Consultant's termination of this Agreement pursuant to Section 6 hereof shall not give rise to any claim against Owner for damages, compensation or otherwise as a result of such termination, and that under such circumstances Owner's liability to make payments to Consultant on account of any and all Work shall be limited to the payments set forth in Section 6 hereof.

16. Covenants, Representations and Warranties

(a) Consultant represents and warrants to Owner that:

(i) no public official is directly or indirectly interested in this Agreement, or in the supplies, materials, equipment, work, labor or services to which it relates or in any of the profits thereof;

(ii) except as set forth in this Agreement, Consultant has, and shall have, no interest, direct or indirect, in the Project to which the Work relates; and

(iii) to the best of its knowledge, upon due inquiry, no officer, member, partner or employee of Consultant has, prior to the date of this Agreement, been called before a grand jury, head of a state agency, head of a city department or other city agency to testify in an investigation concerning any transaction or contract had with the State of New York, any political subdivision thereof, a public authority, or with any public department, agency or official of the State of New York of or any political subdivision thereof, and refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(b) Consultant covenants and agrees that:

(i) recognizing that time for completion of the Work is of the essence, Consultant shall perform all of its obligations hereunder in a prompt and workmanlike manner and in accordance with the time periods for the Work set forth herein;

(ii) the personnel assigned and any Subconsultant(s) used by Consultant in the performance of the Work hereunder shall be qualified in all respects for such assignment, employment and use;

(iii) Consultant, in the performance of the Work, shall utilize the most efficient available methodology and technology for the purpose of reducing the cost and time of such performance;

(iv) Consultant shall comply with the provisions of all Federal, State and local statutes, laws, rules, ordinances and regulations that are applicable to the performance of this Agreement;

(v) should any claim be made or any action be brought against the Owner that is in any way related to the Work, Consultant shall diligently render to Owner any and all assistance specified in Section 5 of this Agreement that may be required by Owner as a result thereof; and

(vi) Consultant shall not commit its personnel to, nor engage in, any other projects during the term of this Agreement to the extent that such projects may adversely affect the quality or efficiency of the Work or would otherwise be detrimental to the conduct and completion of the Work, and Consultant shall provide sufficient numbers of qualified personnel as shall be required to perform the Work in the time requested by Owner. Consultant shall comply with any reasonable request by Owner to remove and/or replace any of Consultant's personnel from the Project.

(c) The parties make mutual representations that to the best of their knowledge that any materials provided by either party for inclusion in the Work shall not infringe upon the copyright or trademark of any third party.

17. Indemnity

To the fullest extent allowed by law: Coverage must apply to the Proposer's owned, hired, and non-owned vehicles and protect RIOC, the New York State Urban Development Corporation d/b/a Empire State Development, the Division of Housing and Community Renewal, the State of New York, the City of New York, as additional insureds.

18. Confidentiality

Consultant hereby agrees that data, recommendations, reports and other materials developed in the course of the Work, as well as all materials provided by Owner to Consultant during the Term of this Agreement, are strictly confidential between Consultant and Owner and except as specifically provided herein, Consultant may not at any time reveal or disclose such data, recommendations or reports in whole or in part to any third party without first obtaining written approval from Owner.

19. Modification

This Agreement may not be modified, in whole or in part, unless in writing and executed by both the Authority and the Consultant.

20. Waiver

Except as otherwise provided in Section 15 of this Agreement, the parties may waive any of their rights hereunder without invalidating this Agreement or waiving any other rights hereunder, provided, however, that no waiver of, or failure to enforce or exercise any provision of this Agreement shall affect the right of any party thereafter to enforce such provisions or to exercise any right or remedy in the event of any other breach or default, whether or not similar.

21. Severability

If any term or provision of this Agreement or the application thereof to any person or entity, or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remaining provisions of this Agreement, or the application of such terms or provisions to persons, entities or circumstances other than those as to which it is held to be invalid or unenforceable, shall in no way be affected thereby and each term or provision of this Agreement shall be valid and binding upon the parties, and enforced to the fullest extent permitted by law.

22. New York Law/Forum Selection/Jurisdiction

This Agreement shall be construed under, and be governed by, the laws of the State of New York. All actions or proceedings relating, directly or indirectly, to this Agreement shall be litigated only in courts located within the County of New York. Consultant, any guarantor of the performance of its obligations hereunder ("Guarantor") and their successors and assigns hereby subject themselves to the jurisdiction of any state or federal court located within such county, waive the personal service of any process upon them in any action or proceeding therein and consent that such process be served by certified or registered mail, return receipt requested, directed to the Consultant and any successor at Consultant's address hereinabove set forth, to Guarantor and any successor at the address set forth in the instrument of guaranty, and to any assignee at the address set forth in the instrument of assignment. Such service shall be deemed made two days after such process is so mailed.

23. Provisions Required by Law

Each and every provision of law and clause required by law to be included in this Agreement shall be deemed to be included herein, and this Agreement shall read and shall be enforced as though such provision(s) and/or clause(s) were so included.

24. Notices

Any notice, approval, consent, acceptance, request, bill, demand or statement required or permitted to be given hereunder (a "Notice") from either party to the other shall be in writing and transmitted either:

(a) Via certified or registered United States mail, return receipt requested;
(b) By personal delivery; or
(c) By expedited delivery services.

In addition to one or more of the transmission methods listed above and in the interest of expediency, notices may be contemporaneously submitted by e-mail, but by which itself alone will not be deemed sufficient notice.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

II. Roosevelt Island Operating Corp.

Benjamin A. Jones

President/Chief Executive Officer
426 Main Street
New York, NY 10044
Benjamin.Jones@RIOC.ny.gov

With a copy to:

Lance Polivy

General Counsel
426 Main street
New York, NY 10044
Lance.Polivy@RIOC.ny.gov
[INSERT NAME OF CONSULTANT]

[insert contact info]

Either party may at any time change such address or add additional parties to receive a Notice by mailing, as aforesaid, to the other party a Notice thereof..

25. Approval and Use of Subconsultants

(a) Except as specifically provided herein, Consultant shall not employ, contract with or use the services of any consultants, contractors or other third parties (collectively, "Subconsultants") in connection with the performance of its obligations hereunder without the prior written consent of Owner to the use of each such Subconsultant, and to the agreement to be entered into between Consultant and any such Subconsultant. Consultant shall inform Owner in writing of any interest it may have in a proposed Subconsultant. No such consent by Owner, or employment, contract, or use by Consultant, shall relieve Consultant of any of its obligations hereunder.

(b) Consultant shall be responsible for the performance of the Work of any Subconsultants engaged, including the maintenance of schedules, coordination of their Work and resolutions of all differences between or among Consultant and any Subconsultants. It is expressly understood and agreed that any and all Subconsultants engaged by Consultant hereunder shall at all times be deemed engaged by Consultant and not by Owner.

(c) The fees of any Subconsultant retained by Consultant to perform any part of the Work required under this Agreement shall be deemed covered by the compensation stipulated in

Section 3 above. Consultant shall pay its Subconsultants in full the amount due them from the proportionate share of each requisition for payment submitted by Consultant and paid by Owner. Consultant shall make payment to its Subconsultants no later than seven (7) calendar days after receipt of payment from Owner. Consultant shall indemnify, defend and hold Owner harmless with respect to any claims against Owner based upon Consultant's alleged failure to make payments to Subconsultants for Work under this Agreement.

(d) Upon the request of Owner, Consultant shall cause any Subconsultant employed by the Consultant in connection with this Agreement to execute a copy of this Agreement, wherein such Subconsultant shall acknowledge that it has read and is fully familiar with the terms and provisions hereof and agrees to be bound thereby as such terms and provisions are or may be applicable to such Subconsultants.

26. Employment and Diversity

26.1 *Participation by Minority and Women-Owned Business Enterprises*

(a) General Provisions

(i) Owner is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") for all contracts, as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

(ii) Consultant agrees, in addition to any other nondiscrimination provision herein and at no additional cost to Owner, to fully comply and cooperate with Owner in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State-certified minority and women-owned business enterprises ("MWBEs"). Consultant's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable federal, state, and local laws.

(iii) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section 26.1(g) and such other remedies as are available to Owner.

(b) Contract Goals

(i) For purposes of this Agreement, Owner hereby establishes an overall goal of **30%** for MWBE participation, which includes New York State-certified minority-owned business enterprise ("MBE") participation and New York State-certified women-owned business enterprise ("WBE") participation (collectively, "MWBE Contract Goals") based on the current availability of MBEs and WBEs.

(ii) For purposes of providing meaningful participation by MWBEs on the Agreement and achieving the MWBE Contract Goals established in Section 26.1(b)(i) hereof, Consultant should reference the directory of MWBEs at the following internet address: https://ny.newnycontracts.com.

(iii) Additionally, Consultant is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on this Agreement.

(iv) Consultant understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.

(v) Consultant must document "good faith efforts," pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as Subconsultants and suppliers in the performance of this Agreement. Such documentation shall include, but not necessarily be limited to:

(A) Evidence of outreach to MWBEs;
(B) Any responses by MWBEs to Consultant's outreach;
(C) Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
(D) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by Owner with MWBEs; and,
(E) Information describing specific steps undertaken by Consultant to reasonably structure the Work to maximize opportunities for MWBE participation.

(c) Equal Employment Opportunity ("EEO")

(i) The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to this Agreement.

(ii) In performing the Agreement, Consultant shall:

(A) Ensure that each Consultant and Subconsultant performing work on the Agreement shall undertake or continue existing EEO programs 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, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(B) Consultant shall submit an EEO policy statement to Owner within seventy-two (72) hours after the date of the notice by Owner to award the Agreement to Consultant.

(iii) Staffing Plan. To ensure compliance with this Section, Consultant shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Agreement by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Consultant shall complete the staffing plan form (https://www.ogs.ny.gov/MWBE/Docs/EEO100.docx) and submit it as part of their bid or proposal or within a reasonable time, as directed by Owner.

(iv) Workforce Utilization Report

(A) Consultant shall submit a Workforce Utilization Report (https://its.ny.gov/sites/default/files/documents/eeo_workforce_utilization_report.xlsx) and shall require each of its Subconsultants to submit a Workforce Utilization Report, in such form as shall be required by Owner on a quarterly basis during the term of this Agreement.

(B) Separate forms shall be completed by Consultant and any Subconsultants.

(C) Pursuant to Executive Order #162, Consultants and Subconsultants are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.

(v) Consultant shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. Consultant and its Subconsultants shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(d) MWBE Utilization Plan

(i) Consultant represents and warrants that Consultant has submitted an MWBE Utilization Plan, or shall submit an MWBE Utilization Plan at such time as shall be required by Owner, through the New York State Contract System ("NYSCS"), which can be viewed at https://ny.newnycontracts.com, provided, however, that Consultant may arrange to provide such evidence via a non-electronic method to Owner, either prior to, or at the time of, the execution of the contract.

(ii) Consultant agrees to adhere to such MWBE Utilization Plan in the performance of the Work.

(iii) Consultant further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Agreement. Upon the occurrence of such a material breach, Owner shall be entitled to any remedy provided herein, including but not limited to, a finding that Consultant is non-responsive.

(e) Waivers

(i) If Consultant, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, Consultant may submit a request for a waiver through the NYSCS, or a non-electronic method provided by Owner. Such waiver request must be supported by evidence of Consultant's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, Owner shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.

(ii) If Owner, upon review of the MWBE Utilization Plan, quarterly MWBE Consultant Compliance Reports described in Section 26.1(c)(iv)(C), or any other relevant information, determines that Consultant is failing or refusing to comply with the MWBE Contract

Goals, and no waiver has been issued in regards to such non-compliance, Owner may issue a notice of deficiency to Consultant. Consultant must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

(f) Consultant is required to submit a quarterly MWBE Consultant Compliance Report through the NYSCS, provided, however, that Consultant may arrange to provide such report via a non-electronic method to Owner by the 10th day following the end of each quarter during the term of the Agreement.

(g) Liquidated Damages - MWBE Participation

(i) Where Owner determines that Consultant is not in compliance with the requirements of this Section 26.1 and Consultant refuses to comply with such requirements, or if Consultant is found to have willfully and intentionally failed to comply with the MWBE participation goals, Consultant shall be obligated to pay to Owner liquidated damages.

(ii) Such liquidated damages shall be calculated as an amount equaling the difference between:

(A) All sums identified for payment to MWBEs had Consultant achieved the contractual MWBE goals; and

(B) All sums actually paid to MWBEs for work performed or materials supplied under the Agreement.

(iii) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by Owner, Consultant shall pay such liquidated damages to Owner within sixty (60) days after they are assessed. Provided, however, that if Consultant has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to Consultant following the complaint process.

26.2 *Participation by Service-Disabled Veteran-Owned Businesses*

(a) General Provisions

Article 3 of the New York Veterans' Services Law and related regulations provides for more meaningful participation in public procurement by New York State-certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. Owner recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of Owner contracts.

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

(b) Contract Goals

(i) Owner hereby establishes an overall goal of **6%** for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Consultant should reference the directory of New York State Certified SDVOBs found at: http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf. Questions regarding compliance with SDVOB participation goals should be directed to the designated contact, Amy Firestein Rfpbids@rioc.ny.gov or to such other individual as may be designated by Owner. Additionally, following execution of this Agreement, Consultant is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Agreement.

(ii) Consultant must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see Section 26.2(d) below).

(c) SDVOB Utilization Plan

(i) In accordance with 9 NYCRR § 252.2(i), Consultants are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 (https://ogs.ny.gov/Veterans/Docs/2016/SDVOB_100_Utilization_Plan.docx) with their bid.

(ii) The Utilization Plan shall list the SDVOBs that Consultant intends to use to perform the Work, a description of the Work that Consultant intends the SDVOB to perform to meet the goals on the Agreement, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Work the SDVOB will perform. By signing the Utilization Plan, Consultant acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the contract award and during the term of the Agreement must be reported on a revised SDVOB Utilization Plan and submitted to Owner.

(iii) Owner will review the submitted SDVOB Utilization Plan and advise the Consultant of Owner acceptance or issue a notice of deficiency within 20 days of receipt.

(iv) If a notice of deficiency is issued, Consultant agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to Owner a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by Owner to be inadequate, Owner shall notify Consultant and direct the Consultant to submit, within five business days of notification by Owner, a request for a partial or total waiver of SDVOB participation goals on Form SDVOB 200 (https://ogs.ny.gov/Veterans/Docs/2016/SDVOB_200_Waiver_Form.docx). Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

(v) Owner may disqualify a Consultant's bid or proposal as being non-responsive under the following circumstances:

(A) If Consultant fails to submit an SDVOB Utilization Plan;
(B) If Consultant fails to submit a written remedy to a notice of deficiency;
(C) If Consultant fails to submit a request for waiver; or
(D) If Owner determines that Consultant has failed to document good faith efforts.

(vi) Consultant certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Agreement pursuant to the prescribed SDVOB contract goals set forth above.

(vii) Consultant further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Owner shall be entitled to any remedy provided herein, including but not limited to, a finding of Consultant non-responsibility.

(d) Waivers

(i) Prior to submission of a request for a partial or total waiver, Consultant shall speak to the designated contact, Amy Firestein Rfpbids@rioc.ny.govor to such other individual designated by Owner, for guidance.

(ii) In accordance with 9 NYCRR § 252.2(m), a Consultant that is able to document good faith efforts to meet the goal requirements, as set forth in Section 26.2(e) below, may submit a request for a partial or total waiver on Form SDVOB 200 (https://ogs.ny.gov/Veterans/Docs/2016/SDVOB_200_Waiver_Form.docx), accompanied by supporting documentation. Consultant may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by Owner at that time, the provisions of Section 26.2(c)(iii), (iv) and (v) will apply. If the documentation included with the Consultant's waiver request is complete, Owner shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

(iii) Consultant shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Work. Requests for a partial or total waiver of established goal requirements made subsequent to award of the Agreement may be made at any time during the term of the Agreement to Owner, but must be made no later than prior to the submission of a request for final payment.

(iv) If Owner, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report determines that Consultant is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, Owner may issue a notice of deficiency to the Consultant. The Consultant must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals. Waiver requests should be sent to Owner.

(e) Required Good Faith Efforts. In accordance with 9 NYCRR § 252.2(n), Consultants must document their good faith efforts toward utilizing SDVOBs on the Agreement. Evidence of required good faith efforts shall include, but not be limited to, the following:

(i) Copies of solicitations to SDVOBs and any responses thereto.

(ii) Explanation of the specific reasons each SDVOB that responded to Consultants' solicitation was not selected.

(iii) Dates of any pre-bid, pre-award or other meetings attended by Consultant, if any, scheduled by Owner with certified SDVOBs whom Owner determined were capable of fulfilling the SDVOB goals set in the Agreement.

(iv) Information describing the specific steps undertaken to reasonably structure the Work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.

(v) Other information deemed relevant to the waiver request.

(f) Monthly SDVOB Consultant Compliance Report

In accordance with 9 NYCRR § 252.2(q), Consultant is required to report Monthly SDVOB Consultant Compliance to Owner during the term of the Agreement for the preceding month's activity, documenting progress made towards achieving the SDVOB goals. This information must be submitted using form SDVOB 101 available at https://ogs.ny.gov/Veterans/Docs/2016/SDVOB_101_Monthly_Compliance%20_Report.docx and should be completed by the Consultant and submitted to Owner, by the 10th day of each month during the term of the Contract, for the preceding month's activity to sarah.wang@rioc.ny.gov and amy.firestein@rioc.ny.gov or to such other individual designated by Owner.

(g) Breach of Contract and Damages

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

27. Responsibility

(a) Consultant shall at all times during the Term of this Agreement remain responsible. Consultant agrees, if requested by Owner or Owner's designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

(b) Owner or Owner's designee, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question Consultant's responsibility. In the event of such suspension, Consultant will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Consultant must comply with the terms of the suspension order. Activity under the Agreement may resume at such time as Owner or its designee issues a written notice authorizing a resumption of performance under the Agreement.

(c) Upon written notice to Consultant, and a reasonable opportunity to be heard with appropriate officials or staff of Owner, this Agreement may be terminated by Owner or Owner's designee at Consultant's expense where Consultant is determined by Owner or its designee to be non-responsible. In such event, Owner or its designee may complete the contractual requirements in any manner it deems advisable, and pursue available legal or equitable remedies for breach.

28. Interest of Others

Nothing in this Agreement shall be construed to give any person other than Owner and Consultant any legal or equitable right, remedy or claim. This Agreement shall be held to be for the sole and exclusive benefit of Owner and Consultant.

29. Executory Contract

It is understood by and between the parties hereto that this Agreement shall be deemed executory to the extent of the monies available to Owner and no liability on account thereof shall be incurred by Owner beyond monies available for the purpose thereof. In no event shall any claim be asserted under this Agreement by Consultant or any Subconsultant against any member, officer, employee, lessee, consultant or agent of Owner or the State of New York. By execution of this Agreement, Consultant agrees to look solely to Owner with respect to any claim that may arise.

30. Participation in International Boycott Prohibited

Consultant agrees, as a material condition of this Agreement, that neither Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated or 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, as amended, or the Regulations of the United States Department of Commerce promulgated thereunder. This Agreement shall be rendered forfeited and void by the Comptroller of the State of New York if, subsequent to execution, such person, firm, partnership or corporation has been convicted of a violation of the provisions of either of such federal acts or such Regulations or has been found upon the final determination of the United States Commerce Department or any other appropriate agency of the United States to have violated the provisions of either of such federal acts or such Regulations.

31. MacBride Fair Employment Principles

If the amount payable to Consultant under this Agreement is greater than $15,000, Consultant hereby certifies that it and/or any individual or legal entity in which it holds a 10% or greater ownership interest, and any individual or legal entity that holds a 10% or greater ownership in it, either have no business operations in Northern Ireland, or shall take lawful steps in good faith to conduct any business operations they have 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, as set forth in Section 165(5) of the New York State Finance Law, and shall permit independent monitoring of their compliance with such Principles.

32. Limitation Periods

Any legal action or proceeding against Owner must be commenced no later than one (1) year after the earlier of: (a) the termination of this Agreement, or (b) the last day Consultant performed work physically at the site of the Work.

33. Iran Divestment Act

By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

34. Termination for Failure to Disclose Under NYS Finance Law §139k

Owner reserves the right to terminate this Agreement in the event it is found that the certification filed by Consultant pursuant to New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, Owner may exercise its termination right by providing written notification to the Consultant in accordance with the written notification terms of this contract.

35. Comptroller's Approval

If this contract is considered an eligible contract as defined by Title 2 of NYCRR Part 206, it is subject to the New York State Comptroller's approval, and therefore shall not be valid and enforceable until that approval has been obtained. A contract is considered "eligible" as defined by Title 2 of NYCRR Part 206, if it is not a specifically exempt contract, is executed by a state authority on or after March 1, 2010 where the aggregate consideration under the contract may reasonably be valued in excess of one million dollars, AND the contract is either (1) awarded on a single-source basis, sole-source basis or pursuant to any other method of procurement that is not a competitive procurement OR (2) supported in whole or part with funds appropriated from the Community Projects Fund (007) or from the State of New York.

36. Binding Contract

A binding contract between the parties shall exist only if and at such time as both parties have executed this document.

37. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one instrument, but the Agreement shall not be deemed effective unless signed by all parties.

38. Section Headings

Section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in governing, limiting, modifying, construing or affecting the provisions of this Agreement and shall not otherwise be given legal effect.

39. Subordination of Terms in the Exhibits

In the event of a conflict of terms, the terms stated in Sections 1-39 herein, shall take precedence over and shall prevail over any printed, typed, or handwritten terms located in the Exhibits.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ROOSEVELT ISLAND OPERATING CORPORATION

By: ________________________________

Name: Benjamin A. Jones

Title: President and CEO

Date: ______________________________

[Consultant's Name]

By: ________________________________

Name: ______________________________

Title: ______________________________

FEIN# __-_______

Date: ______________________________

ACKNOWLEDGMENT FOR CONSULTANT

STATE OF)
) SS.:
COUNTY OF)

On this ______day of ___________________20___, before me personally appeared ____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that s/he resides at ____, in the City of ______________________, in the County of _________________________, in the State of ______________________; and further that s/he:

*[Mark an **X** in the appropriate box and complete the accompanying statement.]*

☐ (*If an individual*): executed the foregoing instrument in her/his name and on her/his own behalf.

☐ (*If a corporation*): is the ____of ____, the corporation in said instrument; that, by authority of the Board of Directors of said corporation, s/he is authorized to execute the foregoing instrument on behalf of the corporation for the purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (*If a partnership*): is the ____of ____, the partnership described in said instrument; that, by the terms of said partnership s/he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (*If a limited liability company*): is a duly authorized member of ____LLC, the limited liability company described in said instrument; that, s/he is authorized to execute the foregoing instrument on behalf of the limited liability company for the purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

____
Notary Public

EXHIBIT A

III. General Scope Requirements For Job Order Work:

The Consultant shall provide, in response to RIOC's request on an as-needed basis, on-call construction management ("CM") services (the "Work") for projects designated by RIOC as on-call projects (collectively, the "On-Call Projects"). Among other things, the Consultant shall:

1. Provide all necessary CM services throughout all phases of the project, including pre-construction, construction and post-construction closeout and turnover.
2. Provide technical support in all disciplines associated with CM services including, but not limited to, bid preparation, peer review, contractor procurement (as needed), constructability analysis, value engineering, site logistics analysis, building equipment and systems commissioning, budgeting, file management, scheduling, inspections, change order preparation and negotiation, risk management, and cost estimating.
3. Schedule and conduct all project progress meetings, including prompt preparation and distribution of meeting minutes.
4. Coordinate and monitor construction progress, including preparation of construction logs for submission to RIOC daily.
5. Track and review all contractor submittals including general requirements (bonds and insurance), schedules, RFIs, procedures, materials, shop drawings and subcontractor and supplier qualifications in accordance with project specifications.
6. Review all change order requests and provide supporting documentation along with recommendations for acceptance or rejection to RIOC.
7. Assume primary responsibility for project closeout activities, including resolution of punchlist items and preparation of all final documentation.
8. Perform Quality Assurance and Quality Control services
9. Perform oversight of Site Safety plan
10. Assume primary responsibility for reviewing and tracking the project schedule.
11. Ensure that all work being performed adheres to relevant codes and all applicable local, city, state, and federal regulations and guidelines.
12. Provide an Approach Plan if the duration of a Construction Project is greater than five (5) total workdays and the estimated cost for the selected Proposer's performance of such Construction Project is greater than $50,000.
    a) If required for a Construction Project, the Approach Plan provided by the selected Proposer shall include the following information (the "Approach Plan"):
        - A detailed estimate of fees and costs required for the selected Proposer to perform the Construction Project, including, but not limited to, all labor, reimbursable expenses, overhead and profit; and,
        - A proposed staffing plan, including billing rates and the total number of work hours for the selected Proposer and any sub-consultants.

All such tasks and services shall be performed in coordination and collaboration with RIOC staff and, as applicable, RIOC's designated architect or engineer of record for each On-Call Project.

EXHIBIT B
PROCEDURE FOR ASSIGNMENT OF WORK

IV. On-Call Construction Management Job Assignment Procedure

A. Contractor Receipt of Job Notification

As the need for construction management services arises, RIOC may prepare and issue a notification ("the Job Notification") to one or more of the Consultants. The Job Notification shall set forth the scope of work needed for an individual work assignment (hereafter, a "Job"), to a level of detail that befits the complexity of the particular Job. A Job Notification may add to, or eliminate, any of the General Scope Requirements listed in Exhibit A to the Agreement, or any specific requirements of the Job Order Contract, as may be appropriate in RIOC's estimation for a particular Job. However, in the absence of an express exclusion of contract terms, all terms, provisions and requirements of the Job Order Contract and all General Scope Requirements will apply.

B. Contractor Response to Job Notification

1. Upon receipt of a Job Notification, the Consultant shall submit a written response (the "Response") and conduct a preliminary site visit of the On-Call Project area, if necessary, within forty-eight (48) hours of such Job Notification, unless (i) it is an urgent matter that requires a more immediate response, as determined by RIOC; or, (ii) RIOC permits the Consultant to take additional time to prepare its response.

2. The Consultant's Response shall constitute a proposal for the On-Call Project that shall include the following components: a) a projected work schedule; b) an estimate of the total number of projected work hours required for the assignment; c) a list of staff to be assigned to the Job, along with the actual hourly rate (or pro-rated equivalent for salaried employees) (the "Actual Rate of Pay") of each staff member; and d) a not-to-exceed total cost (i.e., a maximum price) for the performance of all work disclosed in and/or implied by the Job Notification.

3. Failure to respond to a Job Notification, to conduct a Site Visit, or to submit a Job Proposal within the timeframes referenced above, unless an extension is approved in advance and in writing by RIOC, more than five (5) times during the course of the Consultant's Contract term shall be grounds for termination of such Consultant's Contract for cause by RIOC.

4. If the estimated cost for such On-Call Project is equal to or greater than $50,000 and the projected duration if the Project is more than ten (10) work days or if RIOC specifically requests, the Consultant shall provide as part of its Response an approach plan (the "Approach Plan"). If required for an On-Call Project, the Approach Plan provided by the Consultant shall include the following information:

- A detailed breakdown of proposed fees and costs to perform the On-Call Project – including, but not limited to all labor, reimbursable expenses, overhead and profit;
- A proposed staffing plan, including the raw rates and the total number of hours for the Consultant's staff, and any sub-consultants; and
- A description of the Consultant's approach to the performance of the project and the identification of any potential logistical, permitting or schedule issues or concerns, and related strategies, associated with the project.

C. RIOC Selection of Contractor and Assignment of Work

1. RIOC, upon receipt of one or more Job Proposals, shall assign the Job to one of the

responding Consultants on a best value basis.

2. Prior to assignment, RIOC reserves the right to negotiate with one or more Consultants to obtain the best value, including making minor changes to the scope of the Job Order work, or requesting revisions to one or more Consultant's approach plans.

3. RIOC shall consider the following factors in an award of a Job:

- The expertise of the Consultant as relevant to the Job;
- The Consultant's Rates and Multiplier, as identified in its Response and the Agreement's Rate Sheet;
- The availability and experience of the Consultant's assigned employees;
- The amount of other RIOC work assigned to the Consultant; and
- The Consultant's proposed and historical compliance with M/WBE and SDVOB goals of the Job Order Contract.

4. RIOC may utilize the Consultant's Response and Approach Plan to assess the Consultant's expertise and the experience of its assigned employees. In assigning Jobs, RIOC reserves the right to take into account Consultant's prior poor performance or lack of responsiveness in connection with other Job Order Services.

5. RIOC further reserves the following rights with respect to the assignment of any Job under this Contract:

- To reject any or all Job Proposals received in response to a Job Notification;
- To issue a Job Order to any of the Consultants submitting a Job Proposal, in whole or in part;
- To seek clarifications and/or revisions of and Job Proposal;
- To negotiate with one or more Consultants regarding the scope and/or price of the Job;
- To make revisions to the scope of any Job and/or Job Notification either before or following receipt of Job Proposals.

6. Upon selection of a Consultant, RIOC shall issue a Job Order to the Consultant. The Job Order will be substantially in the form annexed to the Agreement as Exhibit C. Notwithstanding the foregoing, RIOC shall have the right, in its sole discretion, to amend, supplement, or otherwise depart from the form of Job Order as it deems appropriate for each individual On-Call Project. In addition to meeting with RIOC staff throughout the duration of the Services, the Consultant may be requested, from time to time, to coordinate and meet with other RIOC consultants or contractors, including, as discussed above, RIOC's designated engineers or architects of records for particular On-Call Projects.

D. Performance of Work

1. The Consultant shall perform all work specified in the Job Order, in accordance with the specific scope of work (including drawings and specifications, if applicable) set forth in the Job Order, and the General Scope Requirements set forth in Exhibit A to the Agreement, unless expressly excluded in the Job Notification and/or Job Order.

2. Consultant's performance shall comply with all requirements contained in the On Call CM Services Agreement as it relates to the Job, including but not limited to all requirements contained in Article 4, Article 16, Article 17, and Article 26 of the Contract.

3. The Consultant shall not proceed with any Job with a value in excess of fifty-thousand dollars ($50,000) until a) RIOC approves the Approach Plan as submitted, or (if applicable) as revised; and b) the parties have executed a "Job Order" for performance of the relevant Job.