



Request for Proposals 20 Nolan Park Renovation

RFP Issue Date: September 20, 2021
Site Visit: September 30, 2021, 10 am ferry
Questions Due: October 13, 2021
Proposal Due Date: November 5, 2021

RFP Contact:
Nicole De Feo
Senior Project Manager, Design + Construction
The Trust for Governors Island
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II. RFP Overview + Contact

The Trust for Governors Island (“The Trust”) is seeking to engage a general contractor for the renovation of a historic wood-framed building, Building 20, in Nolan Park. The detailed scope of work including drawings and specifications can be found in Exhibit J.

Site Visit

An optional pre-proposal meeting will be held at Governors Island on **Thursday, September 30th, 2021**. Take the 10:00 AM ferry from the Battery Maritime Building in South Manhattan. The address of the Battery Maritime Building is: 10 South Street, Slip 7, New York, NY 10004. Names of all attendees must be emailed to gibids@govisland.org at least 48 hours in advance.

Questions

Any questions and associated explanations regarding the RFP must be written via email and received by the Trust no later than **October 13th, 2021**. No verbal responses to questions will be provided and any information given to Proposers will be shared with all prospective Proposers as an addendum to the RFP (an “Addendum”). Answers to all questions will be emailed to respondents no later than October 21st, 2021.

Submission Deadline

Proposers shall deliver their pdf proposals via email (attachment limit of 25 MB) or via download link, with the subject line Building 20 RFP Submission, and include two hard copies to be delivered to the Battery Maritime Building at 10 South Street, Slip 7 in New York, NY 10004, attn Nicole De Feo. **All submissions must be delivered on or before November 5th, 2021 by 5PM.** Any proposals received after the deadline will be considered for evaluation solely at the discretion of the Trust.

Interviews

Interviews may be held with respondents after receipt of proposals. Interviews will be scheduled after initial review of proposals.

Project Schedule

Site visit	September 30, 10am ferry
Questions Due	October 13, 2021
Responses Provided	October 21, 2021
Proposals Due	November 5, 2021
Work Start (est)	January, 2022
Work Completed	May 1, 2023

Contact

All electronic correspondence regarding this RFP should be directed to gibids@govisland.org, with Building 20 RFP in the subject line and addressed to Nicole De Feo, Senior Project Manager, Design + Construction.

The contact address is:

The Trust for Governors Island
10 South Street, Slip 7
New York, NY 10004
Attn: Nicole De Feo

III. Background: Governors Island and the Trust

Governors Island is a 172-acre, car-free Island in New York Harbor nestled between the Brooklyn waterfront and Lower Manhattan, an eight-minute ferry ride from Manhattan. The Island today is a popular seasonal destination open to the public from May through October. A new 43-acre park is complemented by City's largest historic district, educational facilities, a rich arts and culture program and a 22-acre National Monument managed by the National Park Service. Unlike anywhere else in New York, Governors Island offers peaceful settings with sweeping views of the Harbor, skyline and Statue of Liberty. Looking ahead, Governors Island is poised for growth as a year-round public place for learning, innovation, arts and culture. The Trust is currently exploring the development of a major center for climate adaptation research as part of its growth strategy to become a 24/7 destination.

Opening to the public for the first time in 2004 for select summer weekends, the Island has expanded to a 6-month public season. The Island has welcomed over 6M people over that period, with an average 12% increase in visitors year over year. As we prepare for continued growth, The Trust will explore additional operating hours and will implement enhancements to ferry service.

The Governors Island Corporation, doing business as The Trust for Governors Island, is the 501(c)3 not-for-profit organization created by the City of New York and charged with the planning, redevelopment, and ongoing operations of 150 acres of Governors Island.

For additional visitor information, please visit www.govisland.org/info.

IV. Summary of Work

TGI is seeking proposals for a general contractor to renovate Building 20, located at 20 Evans Road in Nolan Park on Governors Island. The work to be completed is described below and outlined in the drawings and specifications in Exhibit J.

20 Nolan Park (the “Building”) was constructed in 1902 and served as a residence for the Brigadier General. It was originally built as a single-family residence and was reconfigured between 1936 and 1938 to become a two-family residence (“Building 20A” and “Building 20B”). The Building has not been used in a residential capacity since the Coast Guard left the Island in 1996. The roof was replaced in 2012.

Constructed in a vernacular Victorian/Colonial Revival Style, the Building is a three-story wood-framed structure with a wood clapboard exterior, an attic, and cellar. The foundation is constructed of schist and brick, there is a full height cellar partially below grade, and there are two brick chimneys rising above the roof on the north and south sides of the Building. Large porches with decorative wood columns and balustrades wrap the north, east and south facades at the first floor. Dedicated entrances to each of the two residences are off the porches. Fenestration consists of primarily six-over-six double hung historic wood windows with aluminum storm windows and most doors are paneled wood. The main roof is asphalt shingle with copper gutters and downspouts. 20 Nolan Park is a contributing building to the Governors Island National Register Historic District. It retains a great deal of its original character and the Trust is committed to making sure these elements are preserved during the rehabilitation.

The purpose of this Request for Proposals (the “RFP”) is to procure a qualified contractor to perform a full restoration of the interiors, restore the continuous wrap-around porch, replace the MEP systems, install new fire suppression and fire alarm systems, and construct a new ADA accessible ramp as per the drawings defined by the architect of record, Jaklitsch/Gardner Architects, PC (J/GA). The plans (the “Project”) are detailed in J/GA’s construction document set dated August 27, 2021 and specifications. This work will be part of the change in use from residential to two commercial suites.

Firms who submit a proposal in response to this bid will hereafter be referred to as “Proposers”. The successful Proposer will be referred to as the “Contractor”.

The project team for this work consists of the following:

Client/Owner: The Trust for Governors Island

Construction Management: LiRo Program and Construction Management

Architect: Jaklitsch/Gardner Architects, PC

MEP Engineer: WB Engineers + Consultants

Structural Engineer: Gedeon GRC Consulting

Civil Engineer: Gedeon GRC Consulting

Specifications: Construction Specifications, Inc

IV. Proposal Sections + Requirements

Each proposal submitted must meet the following requirements as referenced in the checklist attached as Exhibit L.

Required Documents

All items below must be submitted to be considered a responsive proposal.

1. The final page of the RFP document must be signed.
2. Proposers must sign the Declaration of Understanding included in Exhibit A.
3. Proposers must sign the Anti-Collusion Declaration included in Exhibit B.
4. Proposer's proposal as described below—B. Proposal Format.
5. Exhibit C – NYS PASSport compliance
 - a. Provide confirmation that your firm has submitted an application to the NYS PASSport system.
6. Exhibit D – Doing Business Data Form
 - a. Include a completed copy of the DBD form.
7. Exhibit E – Insurance Requirements and Tax Exemption Certificate.
 - a. The Proposer must confirm their ability to meet the insurance requirements as listed in Exhibit E.
8. Exhibit F – M/WBE Participation
 - a. Complete the form included in Exhibit F.
9. Exhibit G – Agreement with the Trust (the "Agreement or Contract").
 - a. Review and confirm acceptance of all Contract documents listed.
10. Provide any comments on the Agreement as outlined in Exhibit H
11. Exhibit K--Bid Proposal Fee Breakdown, Rates & Multipliers.
 - a. The Proposer must include all hourly rates.
 - b. Mutually acceptable hourly rates will be made a part of the awarded contract.
12. Exhibit L – Proposal Checklist.
 - a. The Proposer must include a completed, initialed copy of the Proposal Checklist.
13. Provide two (2) Hard Copies and one (1) Electronic Copy (in bookmarked PDF format).

Proposal Format

The Proposer should submit a proposal that describes the approach to complete all the tasks described below, and demonstrates relevant experience that qualifies the Proposers to conduct this work. Proposers must articulate the level of organizational capability/terms under which team members will be committed to the work.

1. In this submittal, the Proposer's emphasis should be placed on the proposed team members, relevant firm experience with projects of a similar scope, and the proposed pricing for services.
2. **Cover Letter**
 - a. A letter summarizing the Proposer's capabilities and experience, including a brief company profile, number of years in business, company's full name and address, and the name, address and telephone number of the person authorized to represent the responding firm in all aspects of contract negotiations.

- b. In concise terms, Proposers should provide an executive description of their understanding of the scope and the qualifications of the proposed team.

3. Team Organization

- a. Provide a clear and descriptive organizational chart, identifying any subcontractors on the proposed team. All participants of the proposed team should be identified along with their Project roles and responsibilities. The primary Project contact for the Contractor should also specifically be identified.
- b. If the applicant is a Joint Venture, describe the responsibilities between the participating firms, the offices and locations that will be the primary participants and the percent interest of each firm. Should TGI select a team that has a Joint Venture structure, the Contractor will be required to provide a copy of Joint Venture Agreement signed by the officer(s) to understand the complete nature of the arrangement.

4. Team Qualifications

- a. Provide examples of projects of similar scope that the Proposer and each subcontractor has completed within the last five years, which required similar skills, expertise, and management to those required by this Project.
- b. Highlight any experience in a campus setting or in historic preservation.
- c. Provide a description of prior experience with public sector clients and meeting/exceeding MWBE contracting and local community hiring goals.
- d. The Proposer should address the following capabilities: client relations, design processes, cost control, quality control, schedule control, and risk management. For each subcontractor, identify those persons that held responsible management positions on each example project cited as well as an explanation of their responsibilities.
- e. Provide a minimum of three (3) references with a contact name and telephone number. The Proposer should verify the availability of the references prior to submittal.
- f. Proposers to this RFP must possess and provide evidence that it is a properly formed and registered entity(s) in "Good Standing" with the office of the New York Secretary of State. The Proposers must also provide evidence that all proposed engineers, professional services firms, individuals or subcontractors proposed as part of the proposed team are licensed to provide services or perform work for which they are proposed.

5. Key Personnel

- a. Provide a one-page resume for each lead individual listed on the organization chart. List the individual's firm and position therein, Project responsibility, education, license or registration (where applicable), affiliations, publications, awards, and relevant experience over the last five years. Proposers are reminded that after selection, significant changes in the composition of the proposed team's firms and personnel may not be made without the consent of the Client Team.

6. Project Approach

7. Project Timeline

- a. Provide an anticipated schedule for the Project. The work is expected to begin in **January 2022** to be completed by **May 1st, 2023**.
- b. Bi-weekly meetings with the Client Team will be included as needed.

Instructions to Proposers

A. RFP Timeline

- a. An optional pre-proposal meeting will be held at Governors Island on **Thursday, September 30th, 2021**. Take the 10:00 AM ferry from the Battery Maritime Building in South Manhattan. The address of the Battery Maritime Building is: 10 South Street, Slip 7, New York, NY 10004. Names of all attendees must be emailed to Nicole De Feo at least 48 hours in advance.
- b. All questions must be written and submitted via email to Nicole De Feo by **5pm on October 13, 2021**.
- c. All responses to questions received will be issued via email to all recipients of the RFP by end of day **October 21, 2021**.
- d. Sealed proposals are due by **5pm November 5, 2021**, with a bookmarked, pdf version emailed to gibids@govisland.org

B. Priority of Documents

- a. In the event any conflicts or discrepancies occur or exist between any of the proposal documents, the priority of the document is as follows:
 - i. The Trust Contractor Agreement.
 - ii. Scope of Work.
 - iii. Instructions to Proposers.
- b. In the event of discrepancy, if there exists conflict in regard to quantity and/or quality of work, the Contractor will be responsible for the greatest quantity or highest quality, regardless of priority of documents. If there is a conflict between the RFP, the Agreement and/or the General Conditions, the Agreement should prevail.
- c. The Proposer should notify the Trust in writing at least five (5) days before the bid date if they find the discrepancies in or omissions from the drawings and/or specifications, or if they have doubt as to their meaning. If explanation is necessary, a reply will be made by an addendum (clarification) and issued to all Proposers. No oral statements should change the requirements of the specifications or drawings unless confirmed in writing. Should the Proposer fail to follow this procedure, the decision of the Trust as to the interpretation of the ambiguity, discrepancy or error will be final.

C. Pre-Opening Modification or Withdrawal of Proposals

- a. Proposals may be modified or withdrawn by written notice received in the office designated in the RFP documents, before the time and date set for the bid opening. An email modification or withdrawal should be effective.

D. Late Bids, Late Withdrawals and Late Modifications

- a. Any bid received at the place designated in the solicitation after the time and date set for receipt of bids is late and will not be considered. Any request for withdrawal or modification received at the place designated in the solicitation after the time and date set for receipt of bids is late and will not be considered.
- b. The exception to this provision is that a late modification of a successful bid that makes the bid terms more favorable to the Client Team should be considered at any time it is received.

E. Bid Opening

- a. It is understood that the Trust reserves the right to open bids in private to waive irregularities at its discretion, to accept or not accept any bid it chooses, and to reject all bids.

F. Mistake in Bids

- a. Mistakes Discovered Before Bid Opening – A Proposer may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid.
- b. Mistakes Discovered Before Award
 - i. A bid may be withdrawn upon written approval by the Trust, if the following conditions are met:
 - 1. The mistake is known or made known to the Trust prior to the awarding of the Contract or within three days after the opening of the bid, whichever period is shorter; and
 - 2. The price bid was based upon an error of such magnitude that the enforcement would be unconscionable; and
 - 3. The bid was submitted in good faith and the Proposer submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and
 - 4. The error in the bid is due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and
 - 5. It is possible to place the Trust in the same position as existed prior to the bid.
 - ii. Unless otherwise required by law, the sole remedy for a bid mistake in accordance with this RFP should be withdrawal of the bid, and the return of the bid bond or other security, if any, to the Proposer. Thereafter, the Trust may, in its discretion, award the contract to the next lowest Proposer or rebid the contract. Any amendment to or reformation of a bid or a contract to rectify such an error or mistake therein is strictly prohibited.
 - iii. If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid should be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be corrected are typographic errors, errors in extending unit prices, transposition errors and arithmetical errors.

G. Performance and Payment Security

- a. Performance and payment security must be provided in an amount equal to 100% of the total value of the contract. Two (2) original documents for the performance and payment security shall be delivered by the Contractor prior to or at the time of execution of the Contract. If a Contractor fails to deliver the required performance and payment security an award of contract may be made to the next lowest responsible bidder or the contract may be rebid.

- b. Form of Bonds: Security provided in the form of bonds must be prepared on the form of bonds authorized by the City of New York. Such bonds must have as surety thereunder such surety company or companies as are: (1) approved by the City of New York; (2) authorized to do business in the State of New York; (3) approved by the Department of the Treasury of the United States; and (4) have and A.M. Best Rating of A- or better and a financial strength rating of VII or better. Premiums for any required bonds must be included in the base bid.
- c. The bidder is advised that submission of a bid bond where the surety on such bond fails to meet the criteria set forth herein, shall result in the rejection of the bid as non-responsive.
- d. At the time of submission of the bid, bidder shall also submit a certificate from its surety, in the form included in the Agreement as Exhibit H.
- e. Power of Attorney – Attorneys in fact who sign performance or payment bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

H. Exclusions

- a. This bid proposal should not have any exclusions unless previously approved in writing by the Trust. Submission of a proposal constitutes acceptance of the terms of the Agreement included in the proposal documents, without any change or ALTERATION OF SUCH (See Exhibit G). Any proposed change to Agreement submitted with the proposal shall be deemed to be an unacceptable qualification and will make the proposal non-responsive. Non-responsive proposals may be subject to rejection at the sole discretion of the Trust.

I. Clarifications

- a. The Trust, during the bidding period, may advise the Proposers by clarifications of additions, omissions or alternates in the Contract documents. All such changes should be included in the work covered by the proposal and should become a part of the contract document as if originally included therein. Proposers are to acknowledge receipt of all clarifications issued, on the proposal that is submitted.

J. Taxes

- a. As a not-for-profit corporation, The Trust and its properties are tax-exempt. For any purchases not tax-free, bid prices must include all Federal, State, Use and Local Taxes that may be imposed on materials or services provided under this proposal.

K. Labor

- a. Except for any employees whose prevailing wage is required to be fixed pursuant to New York State prevailing wage laws, which employees should be paid such prevailing wage, all persons employed by Contractor, its subconsultants and subcontractors should be paid not less than the minimum hourly rate required by law.

L. Request for Bid and Contract Documents

- a. Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, should be deemed to be part of the Contract and the Request for Proposals:
 - i. All provisions required by law to be inserted in this Contract, whether actually inserted or not.
 - ii. The Contract Drawings and Specifications.

- iii. The General Conditions, the General Requirements, and the Special Conditions, if any.
 - iv. The Contract.
 - v. The Information for Proposers, Special Notice to Proposers and the Bid.
 - vi. All Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payments Bonds, if required; and the Notice to Proceed with the Work.
- b. Only the Trust's interpretation or correction is binding. Only the written interpretation or correction so given by the Trust should be binding, and prospective Proposers are warned that no other person, firm or corporation is authorized to give information concerning, or to explain or interpret, the Contract.

M. Contract Award

- a. All bid awards must be approved by the Client Team. All contractors shall be required to execute the Trust Agreement (Exhibit G).
- b. In considering past performance, the Client Team should evaluate the skill, ability and integrity of Proposers in terms of the Proposers' fulfillment of contract obligations and of the Proposers' experience with projects of similar size and scope. The Client Team reserves the right to consider as unqualified to do the work required by the bid documents any Proposer that does not habitually perform with its own forces the major portion of the work involved in the bid documents. No contract will be awarded to any Proposer who is at the time of award not qualified under applicable regulations issued by the Secretary of Labor, United States Department of Labor or any applicable State and local laws and regulations.
- c. After review of all factors, terms and conditions, including price, the Client Team reserves the right to reject any and all bids, or any part thereof, or waive defects in same, or accept any proposal deemed to be in the best interest of the Client Team.

N. Contract Execution

- a. The successful Proposer will have ten (10) business days from the time of verbal award to review the contract. The execution of the contract includes scheduling a "Contract Execution Meeting" at the Trust's Office at Governors Island within those 10 days and furnishing all required documentation prescribed herein. Failure to do so may result in the forfeiture of the Agreement.
- b. Proposer will be responsible for purchasing its own project documents and bearing the cost for the same.
- c. Contractor must bring to the Contract Execution Meeting their corporate seal to be placed on top of Contractor's signature of the contract agreement.

O. Additional Provisions

- a. All prices quoted are firm if accepted within ninety (90) days from receipt of proposal.
- b. The successful Proposer will be required to obtain all necessary licenses and permits necessary to perform the work.
- c. Proposer hereby agrees that if selected, Proposer will abide by the provisions of Executive Order 11246, as amended by the President of the United States, on Equal Opportunity and Rights and Regulations issued pursuant thereto.

- d. Submission of a proposal constitutes acceptance of the Trust Agreement (Exhibit G), without any change or alteration unless otherwise noted on Exhibit H.
- e. The undersigned further attests and confirms that:
 - i. Where applicable, the Proposer has read and understands all bidding documents, and the bid is made in accordance therewith. The Proposer has visited the Building, and is familiar with local conditions under which work is to be performed. The Proposer has compared the Building with the plans and specifications, and is satisfied with the conditions of delivery, handling, and storage of materials and all other matters, which may be incidental to the work.
 - ii. The Proposer is not presently barred from bidding or performing work in any jurisdiction, due to non-compliance with Affirmative Action or Equal Opportunity regulations.
 - iii. The Proposer has satisfied itself before bidding as to the correctness and sufficiency of its bid, regarding the difficulty and cost of work, and that same is sufficient to cover all our obligations under the Bid Documents, and all matters and things necessary for the proper completion of the work as described herein.
 - iv. By submitting a bid proposal, this Proposer acknowledges that if written notice of acceptance of this bid is received by undersigned within one hundred eighty days (written notice can be in the form of a draft contract) after date of opening of proposals, or any time thereafter before this bid is withdrawn, undersigned will, within ten days after receipt of such notice, execute and deliver the Trust Agreement included in the bid documents with NO EXCEPTIONS.

P. Liquidated Damages

- a. Contractor shall be required to pay to the Trust, as and for liquidated damages (and not as a penalty) incurred by the Trust as a result of such late completion, the amount of _____ per calendar day for each day completion of the Work is delayed beyond the final construction completion date. Any liquidated damages required to be paid by Contractor shall be in satisfaction of any actual damages to which the Trust would otherwise be entitled as a result of the occurrence of Contractor's delay, and (b) be paid promptly by Contractor on demand of the Trust. Notwithstanding the foregoing or anything elsewhere set forth in the Agreement, at the Trust's option all or any portion of such liquidated damages may be deducted from the amount of any payment required to be made by the Trust to Contractor under the Agreement.

VI. Proposal Evaluation and Selection

A Trust evaluation committee (the “Committee”) will perform a two-part evaluation of all proposals submitted by Proposers (each a “Proposal”).

The Committee will review, evaluate and score each proposal on its merits in accordance with established qualitative and quantitative criteria (see criteria below).

This evaluation and scoring will determine the Proposer’s rating. Proposers will be ranked in accordance with the total evaluation score.

The evaluation criteria include, but are not limited to, the following:

- A. The Proposer’s experience in providing services similar to those described in the RFP and the quality of the work;
- B. A written response outlining why the Proposer should be selected for the services;
- C. The quality of the proposal and the degree to which it demonstrates the Proposer’s full understanding of and the ability to perform the Services to be rendered;
- D. History in contracting or doing business with the City;
- E. Proposer’s general organization and experience;
- F. Proposer’s fee proposal;
- G. Reference information; and
- H. The Proposer’s proposed plans for encouraging participation by Minority and Women-owned business enterprises in connection with the Services.

Each of the above evaluation criteria is weighted by a factor of importance that will remain confidential.

The Proposer(s) determined by the Trust to have the best combination of Experience and Fees for the project[s] they are applying for and will be entering into a contract upon selection.

Selection

Upon selection, each selected Proposer must execute a Contract for the Services substantially in the form of the Contract attached hereto as Exhibit G, which includes provisions concerning insurance requirements and indemnification. The Trust shall not be bound to the terms of the Contract Draft but shall use such form as a basis for negotiating a final Contract with selected Contractor(s) and Consultant(s), if any. Please note that if any Proposer desires any changes to the Contract Draft it must include any such proposed change(s) as part of its response to this RFP.

The contents of the selected proposal, together with this RFP and any formal questions and answers provided during the proposal processes, may be incorporated into any final Contract at the Trust’s discretion.

VII. RFP Procedures and Policies

- A. Any information which may have been released verbally or in writing prior to the issuance of the RFP shall be deemed preliminary in nature and bind neither the Trust nor the Proposer.
- B. No proposer will be selected if an individual who is a member or partner or otherwise a principal and/ or its management team is determined, in the Trust's sole discretion, to be in arrears or in default of any debt, contract or obligation to or with the City or State of New York, or any other of their instrumentalities or otherwise to be a prohibited person as defined by the Trust. All principals, members or partners of a Proposer must complete a background questionnaire and are subject to investigation by the Trust and the City. The selection of a Proposer may be revoked in the event that any derogatory information is revealed by such investigations.
- C. The Trust is not required to accept the proposal that includes the highest fee offer.
- D. Proposal as Offer to Contract. Unless a specific exemption is noted, submission of a proposal in response to this RFP shall constitute an offer on the part of the successful respondent to execute the Contract substantially in the form annexed hereto as Exhibit G. Any supporting documents or other items attached as exhibits to this RFP shall be incorporated into the Contract. Proposer's proposal shall remain open for acceptance by the Trust and shall remain firm and binding upon the Proposer for at least one hundred eighty (180) days after the date on which the proposals are received by the Trust, except that the Trust may by written notice to the respondent extend that date for an additional forty-five (45) days.
- E. All RFP submission materials become the property of the Trust. The Trust is subject to the New York State Freedom of Information Law ("FOIL"), which governs the process for the public disclosure of certain records maintained by The Trust. (See Public Officers Law, Sections 87 and 89.) Proposal submission material will generally be made available for inspection and copying by interested parties upon written request, except when specifically exempted from disclosure under the requirements of FOIL. **Individuals or firms that submit proposals to The Trust may request that The Trust except all or part of such a proposal from public disclosure, on the grounds that the proposal contains trade secrets, proprietary information, or that the information, if disclosed, would cause substantial injury to the competitive position of the individual or firm submitting the information.** Such exception may extend to information contained in the request itself, if public disclosure would defeat the purpose for which the exception is sought. The request for such an exception must be in writing and state, in detail, the specific reasons for the requested exception. It must also specify the proposal or portions thereof for which the exception is requested. If the Trust determines that the requested exemption from public disclosure qualifies for an exemption from disclosure under FOIL, the Trust will grant such requested exception to the extent permitted under FOIL.
- F. The Trust will not be liable for any costs incurred by Proposers in the preparation of proposals or for any work performed in connection therein.
- G. Proposal Withdrawals: Proposers may withdraw their proposals from consideration at any time before the proposal submission deadline by submitting written notice to The Trust. Technical addenda posted to The Trust's website will be the only authorized method for communicating information to all potential Proposers. Proposers should contact The Trust before submitting a proposal to verify that they have received any addenda issued. Proposers should acknowledge the receipt of any addenda in their proposal submissions.
- H. The Trust reserves the right to postpone or cancel this RFP and reject all proposals.
- I. The Trust Rights. This is a "Request for Proposals" and not a "Request for Bids." The Trust shall be the sole judge of whether a proposal conforms to the requirements of this RFP and

of the merits and acceptability of the individual proposals. Notwithstanding anything to the contrary contained herein, The Trust reserves the right to take any of the following actions in connection with this RFP: amend, modify or withdraw this RFP; waive any requirements of this RFP; require supplemental statements and information from any respondents to this RFP; award a contract to as many or as few or none of the respondents as the Trust may select; accept or reject any or all proposals received in response to this RFP; extend the deadline for submission of proposals; negotiate or hold discussions with one or more of the respondents; permit the correction of deficient proposals that do not completely conform with this RFP; waive any conditions or modify any provisions of this RFP with respect to one or more respondents; reject any or all proposals and cancel this RFP, in whole or in part, for any reason or no reason, in the Trust's sole discretion. The Trust may exercise any such rights at any time, without notice to any respondent or other parties and without liability to any respondent or other parties for their costs, expenses or other obligations incurred in the preparation of a proposal or otherwise. All proposals become the property of the Trust.

- J. The Respondent attests and confirms that where applicable, the Proposer has read and understands all RFP documents, and the proposal is made in accordance therewith.
- K. Prevailing Wage: Except for any employees whose prevailing wage is required to be fixed pursuant to New York State prevailing wage laws, which employees should be paid such prevailing wage, all persons employed by Contractor, its subcontractors or subconsultants should be paid not less than the minimum hourly rate required by law.
- L. Conflicts of Interest:
 - a. The Proposer and all subcontractors should disclose in writing as part of their proposal any possible or potential conflicts of interest which are known to, or reasonably should be known to the Proposer or subcontractors, which may exist between their firms, the City of New York and/or Governors Island Corporation d/b/a The Trust for Governors Island. All Proposers and their subcontractors and business partners must disclose with their proposal, the name of any officer, director, agent or employee who is also employee or family member of an employee of Governors Island.
 - b. Further, the Proposer must disclose the name of any employee or family member of any elected official who owns, directly or indirectly, an investment or other proprietary interest, in the firm or any of its parent company, subsidiaries or affiliates.
 - c. The Proposer and all subcontractors and business partners should disclose in writing as part of their proposal, any familial, personal or business relationships between members of Proposer's, subcontractor's or business partner's firms and members of Governors Island, whether or not there is any belief that the relationship might constitute a possible conflict of interest.
- M. Anti-Collusion: The Proposer, by virtue of issuing a proposal certifies that it has not divulged, discussed or compared the proposal with others and has not colluded with any other proposer or participating parties whomsoever. Proposer further certifies and agrees that premiums, rebates or gratuities are prohibited whether with, prior to, or after any delivery of material or services. Any such violation will result in the cancellation of this proposal and the offending parties will be excluded from participating in future RFPs.

The undersigned further attests and confirms that:

- A. Where applicable, the Proposer has read and understands all RFP documents, and the proposal is made in accordance therewith.
- B. The Respondent is not presently barred from bidding or performing work in any jurisdiction, due to non-compliance with Affirmative Action or Equal Opportunity regulations.
- C. The Proposer has satisfied itself before bidding as to the correctness and sufficiency of its proposal regarding the difficulty and cost of work, and that same is sufficient to cover all obligations under the proposal documents and all matters and things necessary for the proper completion of the work as described herein.
- D. By submitting a proposal, the Proposer acknowledges that if written notice of acceptance of this proposal is received by undersigned within ninety days (written notice can be in the form of a draft contract) after date of opening of proposals, or any time thereafter before this proposal is withdrawn, undersigned will, within ten days after receipt of such notice, execute and deliver the Contract agreement included in the RFP documents.

Respectfully submitted by

Company Name

Individual

Title

Signature

Seal

Date

NOTE: A representative empowered to execute contracts must sign this Bid Proposal. If this is anyone other than a company officer, a letter must be prepared by a company officer authorizing the above individual and submitted with the Bid Proposal.

EXHIBITS

Exhibit A

Declaration of Understanding

By signing in the space provided below, the undersigned certifies that the proposer (i) has read and understands the scope and requirements of this project, as described in the RFP and all attachments; (ii) has the capacity to execute this project, (iii) agrees to accept payment in accordance with the requirements of this RFP and the standard Contract, attached hereto as Exhibit G, and (iv) will, if its proposal is accepted, enter into the attached Contract with the Trust for Governors Island.

The undersigned further stipulates that the information in his Proposal is, to the best of his/her knowledge, true and accurate.

Authorized Signature, Title

Date

Contractor or Consultant

Business Address

City State Zip

Telephone Number

Federal Tax Identification Number

☐ Corporation

☐ Partnership

☐ Individual

☐ Other (State)

(Seal, if a Corporation)

Exhibit B

Anti-Collusion Declaration

The Proposer, by virtue of issuing a proposal certifies that it has not divulged, discussed or compared the proposal with others and has not colluded with any other proposer or participating parties whomsoever. Proposer further certifies and agrees that premiums, rebates or gratuities are prohibited whether with, prior to, or after any delivery of material or services. Any such violation will result in the cancellation of this proposal and the offending parties will be excluded from participating in future RFPs.

Conflicts Of Interest

- The Proposer and all subcontractors should disclose in writing as part of their proposal any possible or potential conflicts of interest which are known to, or reasonably should be known to the Proposer or subcontractors, which may exist between their firms, the City of New York and/or Governors Island Corporation d/b/a The Trust for Governors Island.
- All Proposers and their subcontractors and business partners must disclose with their proposal, the name of any officer, director, agent or employee who is also employee or family member of an employee of Governors Island.
- Further, the Proposer must disclose the name of any employee or family member of any elected official who owns, directly or indirectly, an investment or other proprietary interest, in the firm or any of its parent company, subsidiaries or affiliates.
- The Proposer and all subcontractors and business partners should disclose in writing as part of their proposal, any familial, personal or business relationships between members of Proposer's, subcontractor's or business partner's firms and members of Governors Island, whether or not there is any belief that the relationship might constitute a possible conflict of interest.

Proposing firm: _____

Signature: _____

Date: _____

Print name: _____

Title: _____

Witness: _____

Date: _____

Print name: _____

Exhibit C

Confirmation of Passport Compliance

PASSPORT Identification Number: _____

The Respondent shall submit this Confirmation of PASSPort Compliance, which replaces VENDEX and shall include its PASSPORT identification number. All VENDEX processes are now completed in the PASSPort Portal, this replaces the paper forms. Please register and complete new questionnaires as soon as possible. PASSPort will not be importing any information from VENDEX. The main purpose of PASSPort is to be a completely paperless interactive system.

Please access to the NYC.gov PASSPort website thru the link below:
<https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>

Exhibit D

Doing Business Data Form

Local Law 34 of 2007 (LL34) requires the creation of a database containing information about entities that do business with the City as defined by the law, and principal officers, owners and senior managers of these entities. This information will be collected on Doing Business Data Forms that are distributed, collected and reviewed by agencies, and forwarded to the Doing Business Accountability Project (DBAP) at MOCS for processing. Collected data will be used to identify entities and people who are subject to LL34's limitations on campaign contributions in municipal elections.

The doing business data form can be downloaded at:
http://www.nyc.gov/html/prob/downloads/pdf/attach_6_aim_doing_business_data_form.pdf
and should be attached to the RFP submission.

If you have any questions or concerns, please contact the Doing Business Accountability Project at 212-788-8104 or DoingBusiness@cityhall.nyc.gov.

Exhibit E

Insurance Requirements

Minimum Insurance Requirements:

The Contractor is required to maintain the following types and limits of insurance:

- A. **Contractor Insurance Commercial Limit Requirements** – General Liability: \$10 million per occurrence/aggregate.
- B. **Worker's Compensation:** Statutory \$1,000,000 for work operations in State where project work is performed, including any applicable other states coverage endorsement.
- C. **Comprehensive Business Automobile Liability insurance** arising out of “any auto” including non-owned, hired and leased vehicles against liability for bodily injury and death and for property damage for not less than \$1,000,000 for each accident.
- D. **Umbrella/Excess Liability Coverage:** The limits of liability required for Commercial General Liability, Automobile Liability, and Employer's Liability may be provided through any combination of primary and excess (following form) policies.
- E. **Professional Liability/Errors and Omissions Insurance** with minimum limits of \$5,000,000 per claim and in the aggregate, with a deductible or self-insured retention of no more than \$500,000, which policy should remain in effect for at least three (3) years following the completion of the services.
- F. **Contractor Pollution Liability Insurance:** In the event the Work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or delivery, receipt, or disposal of any petroleum products, asbestos, lead, PCBs or any other hazardous waste as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et. seq. (RCRA), Contractor shall maintain, or cause Contractor's subcontractors to maintain, Contractors Pollution Liability Insurance covering bodily injury, property damage, clean-up costs/remediation expenses and legal defense costs. Such insurance shall provide coverage for sudden and non-sudden pollution conditions arising out of the contractor's operations at the Project Site. If required, the Contractor's Pollution Liability Insurance shall have a limit of at least Five Million Dollars (\$5,000,000.00) per claim and annual aggregate and provide coverage for Contractor as named insured, or additional insured, as applicable; and the Additional Insureds as additional insureds on a primary & non-contributory basis for ongoing and completed operations for a minimum of six (6) years after the completion of work and without regard to privity of contract if coverage is carried by Contractor's subcontractor. Coverage for and the Additional Insureds shall be at least as broad as provided to Contractor and/or Contractor's subcontractors. If this insurance is issued on a claims-made basis, such policy or policies shall have a retroactive date on or before the beginning of the contractor's work, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three years after the termination or completion of such work.
- G. **Builder's Risk Insurance:** (standard “All Risk” or equivalent coverage), in the amount of not less than the total value of such renovation or construction on a 100% replacement cost basis, as well as the value of any equipment, supplies and/or material for such operations that may be in storage (on or off site) or in transit, written on a completed value (non-reporting) basis, naming Contractor as named insured; the City and the Trust as additional insureds, as their respective interests may appear. In addition, such insurance policy (A) shall contain a written acknowledgement (annexed to the policy) by the insurance company that its right of subrogation has been waived with respect to all of the insureds named in such policy and endorsement

stating that “permission is granted to complete and occupy,” (B) if any off-site storage location is used, shall cover, for full insurable replacement cost value, all materials and equipment on or about any such off-site storage location intended for use with respect to the property of the Trust, and (C) shall be written on an "All Risk" form and provide coverage for direct physical loss and damage, including terrorism, water, flood and earthquake, transit, Soft Costs, delay in completion (including, but not limited to, delayed start-up and extra expense), testing, machinery breakdown, equipment and indoor/outdoor installed fixtures and structures, materials and supplies, including tools of Contractor agents and employees, staging towers and forms, and property of the Trust held in their care, custody and/or control.

- H. Please refer to the attached Agreement (Exhibit I) for the general requirements for insurance policies.

The following are to be included as additional insured(s) for coverage required in sections A, C, and D. Each additional insured listed below shall be issued a separate Certificate of Insurance.

Certificate Holder

Governors Island Corporation, d/b/a the Trust for Governors Island
10 South Street
Slip 7
New York, NY 10004

And as Additional Insureds

Governors Island Corporation, d/b/a the Trust for Governors Island
City of New York

Certificate Holder

City of New York
c/o City of New York Department of Small Business Services
One Liberty Plaza, 165 Broadway
New York, NY 10006

And as Additional Insureds

City of New York
Governors Island Corporation, d/b/a the Trust for Governors Island

Exhibit F

M/WBE Participation

Locally Based Enterprises (“LBE’s”) and Women- and Minority-owned Businesses (“MWBE’s”) are encouraged to respond to this RFP. Any proposing contractor (a “Respondent”) must identify in its proposal whether it or, if applicable, any of its proposed sub-consultants are LBE’s or MWBE’s. Respondents are also encouraged, if applicable, to include LBE’s and MWBE’s as sub-consultants.

This information is being compiled for statistical purposes. This form must be completed as part of the RFP response.

Name:

First _____ Last _____

Title _____

Company Name _____

Company Address _____

Telephone _____ Email _____

Federal ID/SSN# _____

Circle the appropriate

Individual/Sole Proprietor Corporation Partnership Other _____

Are you a minority owned business? Yes____ No____

Are you certified by New York City as a minority-owned business? Yes____ No____

Are you a women-owned business? Yes____ No____

Are you certified by New York City as a woman-owned business? Yes____ No____

Are you certified by New York State as a woman-owned business? Yes____ No____

Your work for the Trust for Governors Island falls under which category?

Construction ____ Professional Services ____ Standard Services ____ Goods ____

Exhibit G

Contract Template

CAPITAL CONSTRUCTION PROJECT AGREEMENT

This construction contract (hereinafter referred to as the "Contract") dated as of _____, between GOVERNORS ISLAND CORPORATION d/b/a the Trust for Governors Island, having an office at 10 South Street, Slip 7, New York, New York 10004 (the "Trust"), and _____, having its principal place of business at _____ ("Contractor") for _____ (hereinafter referred to as "Project") at _____. The Work as defined in Section 2.2 hereof shall commence on _____ for a term of _____ consecutive calendar days therefrom unless extended (hereinafter referred to as the "Term"). Such Work shall be performed for the total amount of _____ Dollars (\$ _____) (hereinafter referred to as the "Contract Price").

In consideration of the IFB, the BSD the RFP, Contract Price, and the mutual covenants contained herein and other valuable consideration, the parties agree as follows:

ARTICLE 1

GENERAL PROVISIONS AND DEFINITIONS

Section 1.1 Contract. This Contract is composed of the following items:

- A. Articles 1-17 of this Contract and all Exhibits annexed hereto;
- B. All Change Orders as defined in Section 1.2.5 hereof and, all amendments and addenda to this Contract;
- C. The Information For Bidders (hereinafter referred to as the "IFB"), Bid Submission Documents, (hereinafter referred to as the "BSD") and Request For Proposals (hereinafter referred to as the "RFP") issued by the Trust, together with all addenda to the IFB, BSD, or RFP.
- D. All provisions of laws, rules, regulations and Executive Orders of the United States Government, the State of New York, the City of New York, or any agency or subdivision thereof, which are required to be a part of or apply to this Contract, whether or not any specific reference is made to the same in this Contract.
- E. All required bid, payment and performance bonds.

Section 1.2 Definitions. The following words shall, whenever they appear in this Contract, have the meanings set for them in this section, unless a different meaning is clear from the context:

- A. "Architect/Engineer" shall mean the entity or entities retained by the Trust to perform design services for the Project.

B. “BSD” shall mean the Bid Submission Documents as promulgated by the Trust upon which Contractor presented its bid in response to the RFP and upon which the Contract Price is based.

C. “Trust’s Contractors” shall mean other Contractors or construction managers engaged by the Trust to perform work on the Project or at the Project Site(s).

D. “Change Orders” shall mean changed, deleted and/or additional Work to be performed by the Contractor pursuant to Article 6 hereof.

E. The “City” shall mean the City of New York.

F. The “City Contract” shall mean the management contract between the City of New York and the Governors Island Corporation.

G. “Construction Documents” shall mean the drawings identified on Exhibit “C” and the specifications annexed as Exhibit “D”.

H. “Contract Price” shall mean the total compensation for the Work as set forth on page 1 hereof.

I. “DSBS” shall mean the City of New York Department of Small Business Services.

J. “Extra Work” shall mean Work by Contractor performed at the request of the Trust or Work performed by Contractor with the Trust’s knowledge and approval for which there is no extra charge.

K. “Federal” shall mean the Government of the United States of America.

L. “IFB” shall mean the Information For Bidders contained in the RFP promulgated by the Trust upon which Contractor based its bid and upon which the Bid Submission Documents are based.

M. “Liquidated Damage” shall mean the liquidated damage rate set forth in the RFP multiplied by the number of calendar days that the completion of the Work is delayed from the Term.

N. “Premises” shall mean Governors Island.

O. “President” shall mean the President of the Trust, or the President’s designee.

P. “Project” shall mean the services to be performed under this Contract, as defined on page 1 of this Agreement.

Q. “Protest Work” shall mean Work the Contractor believes is Change Order Work for which no Change Order has been issued.

R. “Project Site(s)” shall mean the location within Governors Island where the Work is to be performed as defined on page 1 hereof.

S. “RFP” shall mean the Request For Proposals which contained the IFB promulgated by the Trust upon which Contractor presented its proposal on the BSD and upon which the Contract and the Contract Price are based.

T. “Project Engineer” shall mean a Trust’s representative whose authority is set forth in Article 8.5 hereof.

U. “Scope of Work” has the meaning provided within Exhibit “P”.

V. “State” shall mean the State of New York.

W. “Subcontractor(s)” shall mean any entity the Contractor enters into a subcontract or material purchase order (hereinafter referred to as “Subcontract(s)”) for purpose of performing the Work. All Subcontractor(s) and Subcontract(s) must be approved by the Trust.

W. “Tenant”, “Subtenant”, Licensee, “Invitee” “Person” or “Visitor” shall mean any person or entity that is on the Premises with or without the permission of the Trust.

X. “Work” shall mean all labor, equipment, services, permits, approvals, inspections and material necessary for the complete and satisfactory completion of the Project as set forth in this Contract.

Section 1.3 Funding. Funds for the payment of Contractor under this Contract may be provided by or through the City, pursuant to the City Contract (hereinafter referred to as City Contract Funded). Therefore if the Project is City Contract Funded, Contractor shall take no action which constitutes a breach of the City Contract. Contractor acknowledges that it has carefully reviewed and completely understands the terms and conditions of the City Contract which was available for review during the bidding period. Contractor further understands and agrees that if the City Contract is terminated this Contract may be assigned by the Trust to the City.

Section 1.4 Applicable Laws, Rules and Regulations. The Work shall be performed in strict compliance with all applicable federal, state and local laws, rules, regulations, codes and orders. Failure by the Contractor to comply with any such law, rule, regulation code or order shall be a material default under this Contract. Without limiting the generality of the foregoing, the Contractor agrees that it shall specifically comply with the following:

a. Equal Employment. The requirements are set forth in Exhibit A, which is attached hereto and made a part hereof.

b. Minimum Wages; Payroll Reports The provisions of Sections 220 and 230 of the New York State Labor Law shall apply to all Work under this Contract. If no prevailing wage is applicable, then Contractor will pay workers the minimum hourly rate required by law, unless a higher amount is required pursuant to any other provision of this Contract. The Contractor shall furnish on demand by the Trust or DSBS or such other agency or office as the President may direct, a verified copy of its payroll, and also any other information required by the Trust to satisfy the Trust that the provisions of this Section are being observed.

c. MacBride Principles The requirements are set forth in Exhibit “B”, which is attached hereto and made a part hereof.

d. Noise Control. The provisions for noise control for the Work at the Project Site(s) and on the Premises are set forth in Section 24-216 of the City's Administrative Code as it may be amended from time to time.

e. ADA Requirements Title II of the Americans with Disabilities Act, the rules and regulations promulgated thereunder, and any state and local laws establishing construction requirements with respect to access for disabled persons.

f. Tropical Hardwoods The provisions for the use of Tropical Hardwoods used for the Work at the Project Site(s) and on the Premises are set forth in Section 167-b of the New York State Finance Law, which prohibits the use of tropical hardwoods, except as expressly permitted.

g. Local Based Enterprise The requirements are set forth in Exhibit “E”, which is attached hereto and made a part hereof.

h. Whistleblower Protection The requirements are set forth in “Exhibit K”, which is attached hereto and made a part hereof.

i. Paid Sick Leave The requirements are set forth in “Exhibit L”, which is attached hereto and made a part hereof.

j. OSHA The Contractor shall ensure that the Work is performed in a location and manner free from recognized hazards and shall comply with Occupational Safety and Health Administration (“OSHA”) standards, rules and regulations. The Contractor shall regularly examine workplace conditions and use safe and well-maintained tools, equipment and Personal Protective Equipment to ensure conformance with applicable OSHA standards.

Contractor agrees to incorporate, each of the provisions contained in Article 1.4 and each of the exhibits referenced therein into each Subcontract so as to bind each Subcontractor to the provision of Article 1.4.

Section 1.5 Intent of Contract. The intent of this contract is to complete the Project; therefore matters not expressly included in this Contract but which are reasonably inferable therefrom as being necessary to produce the intended results shall be deemed included as a part of the Work. The Contract parts are complementary and cumulative and what is called for by one part shall be as binding as if called for by all.

Section 1.6 The Construction Documents. The drawings identified in Exhibit “C” which is attached hereto and made a part hereof and the Specifications identified in Exhibit “D” are complementary. Anything shown in any of the drawings and not mentioned in the specifications, or mentioned in any of the specifications and not shown in the drawings, shall have the same effect as if shown or mentioned in both. In the event of a conflict between the drawings and the

specifications, Contractor shall do the more complete installation, unless directed, in the Trust's sole discretion, otherwise in writing.

Section 1.7 Contract Modifications. The Contract is to be construed as one coherent overall document. If part of the Contract is Modified for the purpose of varying, modifying, rescinding or adding to the Contract then such modified portions of the Contract must be read together with the unmodified portions of the Contract to which they relate so as to give effect to the provisions of the Contract Documents that remain in full force and effect. Notwithstanding the above, and to the extent the Trust or Contractor becomes aware of any conflict within any of the Contract, then the Trust and Contractor shall promptly inform each other of such conflict and the Trust shall resolve the conflict. The Trust's decision is final and binding upon Contractor. Contractor shall proceed with the Work in accordance with the Trust's determination. If Contractor performs Work before the conflict is resolved such Work is to be done at Contractor's sole risk, cost and expense.

ARTICLE 2

THE PROJECT SITE (S) AND CONTRACTOR'S RESPONSIBILITIES

Section 2.1 Project Site(s). The Premises are located on Governors Island, a 172-acre, car-free Island in New York Harbor nestled between the Brooklyn waterfront and Lower Manhattan. The Island today is a popular seasonal destination open to the public from May through October. A new 43-acre park is complemented by dozens of unique historic buildings, educational facilities, a rich arts and culture program and a 22-acre National Monument managed by the National Park Service. Unlike anywhere else in New York, Governors Island offers peaceful settings with sweeping views of the Harbor, skyline and Statue of Liberty. Looking ahead, Governors Island is poised for growth as a year-round public place for learning, innovation, arts and culture. The Trust is currently exploring the development of a major center for climate adaptation research as part of its growth strategy to become a 24/7 destination. The Trust makes no representations whatsoever as to any subsurface condition of the Project Site(s). The Contractor assumes all responsibility and liability for all subsurface conditions at the Project Site(s) that could have been discovered by subsurface examination. The Contract Price contemplates whatever subsurface conditions exist. No Change Order will be issued for subsurface conditions at the Project Site(s) materially differing from any assumptions made by Contractor unless the Contractor having notice of the history of the Premises could not have anticipated such subsurface conditions.

If access to the Project Site(s) or Premises shall be denied to the Contractor at any time by the Trust or any person(s) not associated with the Trust or by court action, and such access denial reasonably interferes with Contractor's ability to perform the Work, then the Term set forth on page 1 hereof shall be extended for a period equal to any such period of access denial. Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time for any access denial attributable to the actions of the Contractor. In no event shall any denial of access to the Project Site(s) be a breach of this Contract and no damages or increased costs shall be recoverable on account of such denial of access.

Section 2.2 Contractor's Responsibilities.

A. Adherence to Contract Documents. The Contractor shall perform the Work in strict accordance with the Contract.

B. Supervision. The Contractor shall use its best skills to properly administer, coordinate, supervise and superintend the Work. The Contractor shall furnish a competent on-site representative to receive notices, orders and instructions. The Contractor shall at the Trust's request, report at a meeting between the Trust and the Contractor on the general progress of the Work at the Project Site(s). The Contractor shall attend in person or have a competent and responsible representative attend such progress meetings.

C. Labor. The Contractor shall furnish and maintain an adequate staff and work force of skilled, competent, experienced, reliable and honest workers at the Project Site(s) to carry out the Work in an efficient and timely manner until completion of the Work and shall enforce discipline and order among Contractor's and Subcontractor's employees and shall not employ on the Work any unfit person or anyone not properly skilled or trained in the task to which they are assigned.

D. Labor Harmony. The Work may not be interrupted by labor disputes. The Contractor shall use such materials, have deliveries made to the Project Site(s), and employ only such Labor as will perform their services in harmony with all other trades performing Work at the Project Site(s), all other the Trust's Contractors on the Premises, or otherwise. If a labor dispute does occur then the Contractor is responsible for taking all necessary actions to settle such labor dispute. If questions of union jurisdiction do arise, then the Contractor shall immediately take all necessary action to settle such jurisdictional disputes and shall use such labor as will settle such dispute at no additional cost to the Trust. The Contractor shall be responsible for any time lost due to such dispute. If Contractor cannot settle the Labor disputes expeditiously, the Trust shall after three (3) days written notice to Contractor have the right to terminate the Contractor pursuant to Article 9.2 of this Contract. The Trust shall then have the right to enter upon the Project Site(s) and take possession thereof for the purpose of completing the Work.

E. Layout of Work. All layout shall be performed by the Contractor, who shall be solely responsible for establishing and maintaining the layout, line and grade tolerances required for its the Work. The Contractor shall verify all established baselines prior to use and shall notify the Trust of any discrepancies.

F. Cleaning and Rubbish Removal. The Contractor shall, at its own cost and expense, (1) keep the Premises free at all times from all waste materials, packaging materials and other rubbish accumulated in connection with the execution of its Work by collecting and depositing said materials and rubbish in locations or containers and removing them from the Premises, (2) clean and remove from its own Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete or dirt caused by the execution of its Work and make

good all defects resulting therefrom, (3) at the completion of its Work in each area, perform such cleaning as may be required to leave the area "broom clean", and (4) at the entire completion of its Work, remove all of its tools, equipment, scaffolds, shanties and surplus materials. Should the Contractor fail to perform any of the foregoing to the Trust's satisfaction, the Trust shall have the right to perform and complete such work itself or through others and charge the cost thereof to the Contractor.

Section 2.3 Safety.

The Contractor shall be solely responsible for:

- A. Construction means, methods and techniques; and
- B. Employing methods of construction, materials, scaffolding, tools, structures and equipment which meet or exceed federal, state and local safety and health related rules and regulations, laws and codes; and
- C. Complying with the requirements of all insurance carriers providing insurance coverage for the work.

The Contractor shall coordinate with the Trust and all of the Trust's Contractors on the Project Site(s) to ensure that the Project Site(s) complies with all safety regulations promulgated by any governmental agency having jurisdiction over the Project Site(s) or the Work. The Contractor shall cooperate fully with the Trust and other persons, to prevent loss and accidents with respect to the Work on or at the Project Site(s).

ARTICLE 3

TIME OF PERFORMANCE

Section 3.1 Commencement and Coordination of Work. Contractor shall commence the Work at the Project Site(s) on the date specified on page one (1) of this Contract. Contractor is completely responsible for the coordination of the Work. The Trust Contractors or third-party Contractors may from time to time work at, on or about the Project Site(s). Contractor agrees to coordinate the Work scheduling to accommodate the needs of such the Trust Contractors or third-party Contractors.

Section 3.2 The Trust's Contractors.

A. The Trust reserves the right to have the Trust's Contractors or third-party Contractors perform work on the Project or at the Project Site(s). Such the Trust's Contractors or third-party Contractors may provide additional work beyond the Work covered by this Contract including, but not limited to, tenant improvements. Contractor shall, without further compensation, coordinate the Work with the work of the Trust's Contractors or third-party Contractors. Contractor shall provide the Trust's Contractors or third-party Contractors access to the Project Site(s) as often and for as long as the Trust's Contractors or third-party Contractors

may request. Contractor shall furnish to the Trust Contractors or third-party Contractors any services that Contractor utilizes or furnishes to its Subcontractors including, but not limited to, use of hoisting facilities and temporary utilities.

B. Contractor shall integrate the schedule of the Trust's Contractors or third-party Contractors into the Progress Schedule, as defined in Article 3.3.

C. Contractor shall permit the Trust, the Trust Contractors and third-party Contractors to install equipment or furnishings in the Project, provided that such installation shall not materially interfere with Contractor's performance of its obligations hereunder.

D. If Contractor causes damage to the property of the Trust, the Trust's Contractors or third-party Contractors or to any other work or property on the Project Site(s) or Premises, then Contractor shall promptly pay for such damage. Such payment for damages shall be deducted from the Contract Price unless sooner paid by Contractor to the Trust.

E. The Trust's Contractors and third-party Contractors may be required to do work before, or simultaneously with the Work. Contractor agrees that, when requested by the Trust's Contractor shall stop or suspend the Work to allow the Trust's Contractors and third-party Contractors to complete their work. When the Trust makes a request for Contractor to stop, interrupt or suspend Work to the extent that there are delays in the performance of the Work, the period of time during which the Work shall have ceased shall be recognized as a Contemplated Delay.

Section 3.3 Schedules.

Ten days after the issuance of the Contract Award Letter, Contractor shall submit to the Trust in writing, on a form provided by or otherwise acceptable to the Trust, a schedule of all items of Work to be performed showing the relative dollar value of each item, the date when each item of Work is to be commenced, the duration of each item of Work and the date when each item of Work is to be completed (hereinafter referred to as "Progress Schedule"). As required by section 3.2 b) above, the Progress Schedule shall show the interrelationship of each construction activity of the Contractor under this Contract and all other contracts affecting the Work. The Trust must approve the Progress Schedule before Work commences. The Trust will promptly review the submitted Progress Schedule and notify the Contractor to change those items that the Trust deems incomplete, inaccurate, or untimely. Upon receipt of such notification by the Trust Contractor will incorporate the required changes and submit a revised Progress Schedule. Upon final approval by the Trust of the Progress Schedule, Contractor shall strictly adhere to the approved Progress Schedule.

It is a condition precedent that an approved Progress Schedule is on file with the Trust before payment of any kind will be made to the Contractor.

Section 3.4 Time for Completion. Time is of the essence in this Contract. All Work must be completed within the number of calendar days set forth on page 1 hereof, from the date specified on page 1 hereof, subject to the provisions of Article 3.7 below.

Section 3.5 Contemplated Delays. The Trust and Contractor acknowledge that they are aware that delays are common to construction projects (hereinafter referred to as "Contemplated Delays"). The Following circumstances shall be deemed Contemplated Delays:

A. Errors in the Construction Documents, or discrepancies in the Construction Documents, or Changes to the Construction Documents, or incomplete Construction Documents that necessitate the issuance of corrective Change Orders.

B. Slow processing of shop drawings.

C. Interference from the Trust Contractors or third-party Contractors or visitors to the Project Site(s) as contemplated by this Article 3.

D. Adverse weather conditions

E. Delays, disruptions, hindrances, interferences, or acceleration caused by:

i. Acts, failures to act, errors or omissions of the Trust, the Architect/Engineer or other the Trust consultants (hereinafter referred to as "Consultants") in the performance of their respective obligations on the Project, or their failure to give approvals and/or consents within the time periods set forth in the Progress Schedule that result in delays.

ii. Economic, industry-wide strikes; fire; acts of God.

iii. Acts of the public enemy.

iv. Unavailability of, or inability to obtain, labor or materials by reason of the acts of any governmental body which affect the supply or availability of labor or materials,

v. Floods,

vi. Rebellions, riots, insurrections or sabotage,

vii. Suspension, resequencing, stoppage or interruption of the Work ordered by the Trust under this Agreement,

viii. Interruption or failure of utilities, including without limitation, electric, gas, heat, steam and water.

Section 3.6 Assumption of the Risk for Delays.

Notwithstanding any other provisions of this Contract, and for the benefit of the Trust, Architect/Engineer and the Consultants, Contractor agrees to make no claim against the Trust, the Architect/Engineer, or the Consultants due to any Contemplated Delays or other delays even if Contractor complies with the provisions of Article 3.7, and Contractor is granted an extension of Final Completion date. Contractor agrees to assume the risk of any and all loss and expense for such other delays in the performance of the Work or any other obligation of Contractor under this Contract.

The intent of this Article 3.6 is to avoid protracted costly litigation as to whether delays, should they occur, were anticipated or unanticipated, foreseeable or unforeseeable, reasonable or unreasonable or as to whether or not they were the fault of the Trust, Architect/Engineer,

Consultants or their representatives. Contractor agrees that all delays, regardless of duration the Contractor assumes any and all loss and expense for such delays in the performance of the Work or any other obligation of Contractor under this Contract.

Contractor certifies that it has considered, as an experienced Contractor, the risk of encountering such delays and its assumption of any and all loss and expense for such delays in the performance of the Work in reaching the Contract Price contained in this Contract.

Section 3.7 Extension of Time for Performance. If performance by the Contractor is a Contemplated Delay, Contractor may be allowed a reasonable extension of time to complete the Work. Only the President, upon written application by the Contractor, may grant an extension of time.

Section 3.8 Grounds for Extension.

If the Contractor has otherwise strictly complied with all of the requirements of this Contract and if Contractor applies, in accordance with Section 3.9 hereof, for an extension of time to complete the Work due to a Contemplated Delay, then Contractor shall be entitled to an extension of time to complete the Work. The President shall determine how many days of extension time to grant, but in no event more than the number of days missed due to the contemplated delay.

The Contractor shall not receive separate extensions of time for each of several causes of delay operating concurrently. If one of several causes of delay operating concurrently results from any act, fault or omission of the Contractor or of its Subcontractors or material suppliers, and would of itself (irrespective of the concurrent causes) have delayed the Work, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

Section 3.9 Applications for Extension of Time to Complete Work. Contractor must within five (5) days after commencement of the Contemplated Delay, submit a written application to the President containing the following:

- A. Contract identification
- B. The nature of each alleged cause of delay in completing the Work
- C. The number of days attributable to each such cause
- D. The date that each such alleged cause of delay began
- E. The anticipated end date of each alleged cause of delay
- F. Liquidated Damages if application is denied
- G. Original bid amount contained in the BSD
- H. Contract start date

- I. Original completion date
- J. All previous time extensions granted
- K. The extension of time currently requested.

As part of the application for Extension of Time, Contractor must include the following statement: “Contractor understands and agrees that if a time extension is granted it is only for purposes of permitting continuation of Work and that the Trust retains the right to conduct an investigation and impose liquidated damages.”

Section 3.10 Analyses and Approval of Time Extensions. The President shall analyze Contractor’s application for extension of time to complete Work and issue a written acceptance or rejection of said application. If the President accepts the application to extend the time for the performance of the Contract then the Term shall be extended the number of days the President specifies.

Section 3.11 Waiver of Claims. The Contractor waives all claims for damages, including all costs and increased costs for labor and material, incurred on account of any delay, hindrance or cause whatsoever, and the Contractor agrees that its sole right and remedy for any delay, hindrance or cause shall be that the Contractor shall be entitled to such extension of the Term as the President may grant. Contractor further agrees that such extension of the Term is full and adequate consideration for all delays, hindrances, or causes.

Section 3.12 Liquidated Damages. If the Contractor fails to complete the Work within the Term of the Contract, Contractor shall immediately become liable to the Trust for the specified Liquidated Damages. The Liquidated Damages shall be deducted from the Contract Price unless sooner paid by Contractor to the Trust. The Trust and Contractor agreed to the assessment of liquidated damages because each recognizes and acknowledges that the actual damages suffered by the Trust by reason of any delay in the completion of the Work will be of such a nature that they will be unreasonably difficult to determine. The Trust reserves the right, in accordance with Article 9 hereof, to terminate this Contract and have the Work completed by others at the expense of the Contractor and in addition, to collect Liquidated Damages.

ARTICLE 4

WORK HOURS

The Contractor shall perform Work only between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday, except as otherwise specified in the RFP. In an emergency or if the Contractor is required to complete the Work in accordance with the Progress Schedule, Work, with the approval of the Trust, may be performed at other hours. No extra compensation for any overtime charges or additional expenses resulting from such work shall be paid to Contractor.

ARTICLE 5

PAYMENT; METHOD OF PAYMENT; PAYMENT RECORDS

Section 5.1 Payment. The Trust agrees, upon Final Completion of the Work, to pay the Contractor in full satisfaction for the performance of the Work, and the Contractor agrees to accept, the Contract Price. Payment shall be made by the Trust only for work performed to the satisfaction of the President and only after written approval by the President of the Trust of a written voucher submitted by the Contractor.

Section 5.2 Partial Payment. From time to time as the Work progresses, and provided that the Contractor is not in default of this Contract, but not more than once a month, the Contractor shall submit to the Trust the following required documents (hereinafter referred to as "Required Documents"):

A. Fully executed and notarized Contractor's Requisition for Progress Payment in the form annexed hereto as Exhibit "F"; and

B. Contractor shall submit for all Work for which Contractor is requesting payment a fully executed and notarized partial release and partial lien waiver, in the form annexed hereto as Exhibit "I"; and

C. Contractor shall submit for each Subcontractor that did Work for which Contractor is requesting payment a fully executed and notarized partial release and partial lien waiver, in the form annexed hereto as Exhibit "I".

The Trust will review the Required Documents and when satisfied that the documents are accurate and complete, promptly pay the Contractor the amount requested, less retainage as follows:

1. Until the Work is 50% complete, 10% of the amount requested
2. After the Work is 50% complete, 5% of the amount requested
3. Resulting in 5% effective retainage at completion of the Work.

If the Trust is not satisfied with the accuracy or completeness of the Required Documents, the Trust will return the Required Documents to Contractor together with a statement setting forth the items of inaccuracy or incompleteness. The statement from the Trust shall be conclusive and binding upon the Contractor as to all the items included therein. No further progress payments shall be paid to Contractor until Contractor submits and the Trust accepts the Required Documents.

Section 5.3 Final Requisition. On the day of Final Completion of the Work Contractor shall submit to the Trust the following documents (hereinafter referred to as “Final Documents”):

A. Fully executed and notarized Contractor's Final Requisition for Payment in the form annexed hereto as Exhibit “F”; and

B. Contractor shall submit for all Work for which Contractor is requesting final payment a fully executed and notarized final release and final lien waiver, in the form annexed hereto as Exhibit “J”; and

C. Contractor shall submit for each Subcontractor that did Work on the Project a fully executed and notarized final release and final lien waiver, in the form annexed hereto as Exhibit “J”.

The Trust will review the Final Documents and when satisfied that the Final Documents are accurate and complete, promptly pay the Contractor the final payment less 1% of the final Contract Price as retainage for guaranty or warranty to be held by the Trust for one (1) year, and return to Contractor excess retainage, if any. If the Trust is not satisfied with the accuracy or completeness of the Final Documents, the Trust will return the Final Documents to Contractor together with a statement setting forth the items of inaccuracy or incompleteness. The statement from the Trust shall be conclusive and binding upon the Contractor as to all the items included therein.

Final payment shall not be made to Contractor until Contractor submits and the Trust accepts the Final Documents.

Section 5.4 Withholding of Payment. Anything contained in this Agreement to the contrary notwithstanding, the Trust, reserves the right to withhold from any payment due Contractor any amount that the Trust deems sufficient to reimburse the Trust for its actual expenditures made for the account of Contractor. The right to withhold money from Contractor includes without limitation, all amount payable hereunder. If in the Trust’s opinion there is an actual or potential breach of this Contract, or an actual or potential default under this Contract by Contractor and the remaining balance payable to Contractor under this Contract would be insufficient to complete the Work. In connection therewith, the Trust may nullify, in whole or in part, any previously approved but unpaid Partial Payments.

Section 5.5 Stored Materials. The Trust will allow materials or equipment that are not incorporated in the Work but will be installed in the Project and are delivered (hereinafter referred to as “Material”) and suitably stored at the Project Site(s) to be included as an item in the Contractor's Requisition for Progress Payment. If approved in advance by the Trust, the Trust will allow eighty percent (80%) of the cost of the Material suitably stored at a location other than at the Project Site(s) to be included as an item in the Contractor's Requisition for Progress Payment so long as Contractor submits paid invoices, bills of sale or such other document satisfactory to the Trust that establish the Trust's title to such materials or equipment. Contractor must also protect the Trust's interest in the Material by providing the Trust acceptable proof that

the Trust's interest in the material is properly insured. Since off site storage of Material is for the convenience of Contractor transportation to the Project Site(s) of the Material shall not be included as an item in the Contractor's Requisition for Progress Payment.

Section 5.6 Miscellaneous Payment Provisions. Nothing contained in this Article 5 shall relieve the Contractor of its obligation to give notice of claims pursuant to any other provision of this Contract. The acceptance of the final payment by the Contractor is a specific waiver and release of any claim the Contractor may have against the Trust on account of or arising out of the Work. The making of the final payment by the Trust shall not act as an estoppel against the Trust or prevent the Trust from enforcing any right under this Contract or any rights that may accrue or have already accrued at law or in equity.

Section 5.7 Joint Payment. All payments by the Trust shall be in the form of one or more separate checks which together total the amount due, made payable, at the option of the Trust, either: (1) to the Contractor, (2) to the Contractor and one or more of its suppliers or Subcontractors, or (3) directly to its suppliers or Subcontractors. This provision is strictly for the benefit of the Trust in order that satisfactory morale and relations with Subcontractors or suppliers is maintained and shall not under any circumstances confer any right upon a third party. In the event the Trust makes a joint payment to the Contractor and one or more of its suppliers or Subcontractors or pays Contractor's suppliers or Subcontractors directly, then the Contractor shall be notified of such payment and such payment shall be reflected in Contractor's next Requisition and applied to the Contract Price.

Section 5.8 Payment Records.

Contractor agrees that its records pertaining to this Contract, the Project Site(s), the Project, all payments made hereunder, all purchases, and expenses charged hereunder or otherwise expended (hereinafter referred to as "Records") shall be subject to examination, audit and post audit at any time by the Trust, the Comptroller of the City, DSBS, or such other designated official, and/or agent of the City, the State of New York, or the United States Government (hereinafter referred to as "Audit"). The Contractor shall maintain the Records at its business premises for a period of at least six years from the date of final payment. The Contractor shall maintain all Records and additional documents and records required by the Trust (hereinafter referred to as "Additional Records"). Contractor agrees that the maintenance of the Records and Additional Records are a material part of this Contract. Contractor agrees to promptly prepare and furnish to the Trust such statements, Records, Additional Records, reports, data or information as requested by the Trust. The Contractor acknowledges that its Subcontractors are subject to the provisions of this Section and will include such terms in all Subcontracts. Contractor undertakes to provide the Trust such statements, Records, Additional Records, reports, data or information from Subcontractors as requested by the Trust.

If an Audit discloses any discrepancy, then the Trust and the Contractor shall immediately address and clear such discrepancies. If determined by said audit that the Trust has overpaid Contractor then Contractor shall immediately return such overpayment to the Trust. Said return of funds shall be in addition to any claim for damages the Trust may have as against Contractor. If determined by said audit that Contractor has been underpaid by the Trust then upon a receipt

and approval of a fully executed and notarized requisition for payment, the Trust will pay Contractor the requested amount.

ARTICLE 6

CHANGE ORDERS; PROTEST WORK

Section 6.1 Extra Work. The Trust reserves the right to interpret the Construction Documents and/or to order minor changes in the Work, if those changes do not involve any adjustment in the Contract Price. The Contractor will promptly comply with any such interpretation or order.

Section 6.2 Field Orders. In order to resolve conflicts in the Construction Documents, to order minor changes to avoid conflicts between different trades, or for Extra Work Architect/Engineer and the Trust's Project Engineer shall have the authority to issue written field orders (hereinafter referred to as "Field Orders"). A Field Order is not a Change Order, only the President under Section 6.3 below has the authority to issue a Change Order.

Section 6.3 Change Orders. The Trust reserves the right to, from time to time during the course of the Work, change, delete or add Work to the Contract, such deleted or additional work shall hereinafter be referred to as a "Change Order". The President and the Contractor must sign all Change Orders. An oral directive or a writing not signed by the President and the Contractor shall be void ab initio and of no effect. Contractor upon receipt of a valid Change Order shall promptly perform required Work thereunder. The price for the Work required by the Change Order shall be determined as follows:

- A. If Contractor and the Trust agree upon a lump sum amount that the Contract Price will be amended by such lump sum amount; and/or
- B. If this Contract the RFP, IFB, or the BSD contains unit prices (hereinafter referred to as "Unit Prices"), which are applicable to the type of work involved in the Change Order, then said Unit Prices will be used to set the amount that the Contract Price will be amended.
- C. If the Trust and the Contractor cannot agree upon a Change Order price prior to the performance of the Change Order, and if Unit Prices are not applicable to the Change Order, then the Contractor shall be paid for such Change Order Work an amount equal to either:
 - 1. With respect to Change Order Work performed by the Contractor the sum of:
 - a. Contractor's actual, documented to the Trust's satisfaction, incurred costs defined as:
 - i) Base wages paid to laborers, including all insurance, welfare and other fringe benefits, and payments to labor organizations; and
 - ii) Cost of materials purchased, plus transportation costs, less all Contractor's discounts; and

- iii) The actual cost of additional insurance necessitated by the Change Order Work; and
 - iv) The cost of installation, maintenance, operation and rental (or rental value of Contractor owned plant and equipment, but not tools) necessitated by the Change Order; and
 - v) The cost of necessary installation and dismantling of such plant and equipment (including transportation to and from the Project Site) (hereinafter referred to as "Actual Costs"); plus
 - b. 10% of such Actual Costs as compensation for all other costs, including overhead and small tools (hereinafter referred to as "Additional Costs"); plus
 - c. An additional 10% of such Actual Costs as compensation for profit (hereinafter referred to as "Profit"); or
 - 2. With respect to Change Order Work performed by a Subcontractor,
 - a. The Subcontractor's Actual Costs; and
 - b. 10% of Actual Costs as compensation for Subcontractor's Additional Costs,
 - c. Not more than 5% of Actual Costs for Subcontractor's profit; and
 - d. Not more than 5% of Subcontractor's Actual Costs for the Contractor's Additional Costs and profit;
 - e. The total of the markups described in (2) (b), (2) (c) and (2) (d) above shall not exceed 20% of the Subcontractor's Actual Costs.
- the sum of:

D. If the Change Order deletes Work, then the Contract Price shall be reduced by an amount equal to the sum of (a) the Actual Costs, plus (6) all unearned Profit and Additional Costs.

E. If the Trust and the Contractor cannot agree on a price for the Change Order Work under paragraphs a), b) or c) above, then the Contractor agrees that Contractor shall nevertheless immediately perform or delete the Change Order Work. The price to be paid or the credit to be taken for said Change Order Work shall be determined by the Trust based upon the current market value for said work (hereinafter referred to as "Actual Market Value"), but in no event shall such Actual Market Value exceed the Actual Costs of performing said Change Order Work. The determination of Actual Market Value shall be made by the President and shall be binding upon the Contractor.

Section 6.4 Payment for Change Orders. Request for payment of a Change Orders may be included with the Contractor's next request for payment in accordance with the payment schedule detailed within Section 5.2(C) herein. Such request shall constitute Contractor's agreement that the Change Order relieves the Trust from any liability for Contractor's loss due to delay, disruption, cost, or expense occasioned by reason of such Change Order and further Contractor releases the Trust from any further liability therefore.

Section 6.5 Protest Work. Contractor must, at least 7 days prior to commencing Protest Work, give the Trust a formal written notice of the Protest Work together with a detailed explanation of why the contested work is not already covered by the Contract and an itemization of the cost to perform such disputed work. Notwithstanding any such claim of Protest Work, the Contractor shall proceed to diligently perform the Work in question, unless the Trust shall by written notice direct that such work shall not be performed.

Section 6.6 Protest Work Records. Contractor shall, while performing Protest Work, furnish the Trust daily a written report showing:

- A. The name and social security number of each worker performing Protest Work (hereinafter referred to as a “Protest Worker”); and
- B. The number of hours worked by each Protest Worker; and
- C. The type of work each Protest Worker performed; and
- D. The cost, nature and quantity of all materials accompanied by paid receipts from the vendor from whom such materials were purchased showing date purchased and cost; and
- E. The cost, nature and quantity of all equipment furnished or used in connection with the Protest Work accompanied by certified records showing daily usage costs, paid receipts from the vendor from whom such equipment was purchased or rented showing date purchased or rented and cost.

Failure to comply with the requirements of this Section 6.6 shall be deemed a waiver of any claim for payment on account of Protest Work.

ARTICLE 7

SUBCONTRACTS

Section 7.1 Subcontracts. The Contractor is not an agent of the Trust, the City or DSBS. All Subcontracts are between Contractor and Subcontractor. The Trust, the City and DSBS have no responsibility for and assume no liability under any Subcontract. Contractor shall include in each Subcontract a representation and warranty that Subcontractor presently has no interest, and Subcontractor shall not acquire any interest, which would directly or indirectly conflict, in any manner or degree, with the performance of Work on the Project and that no person with any such conflicting interest shall be employed in the performance of the Subcontract; any such interest on the part of the Subcontractor, its employees, agents or assigns must be fully disclosed to the Trust. The Contractor shall include and enforce all applicable terms and conditions set forth in this Contract in every Subcontract.

Section 7.2 Investigation Forms for Subcontractors. The Contractor shall cause each Subcontractor to submit to the City, Mayor’s Office of Contract Services (hereinafter referred to

as MOCS), a Procurement and Sourcing Solutions Portal (hereinafter referred to as “PASSport”) profile. The Subcontractor shall not commence Work until the Trust receives clearance from the MOCS.

Section 7.3 Indemnification of Subcontractor’s Lien. To the fullest extent permitted by law, Contractor indemnifies and holds the Trust, the City, DSBS and the directors, officers, agents and employees of each harmless against any and all Subcontractors' liens which may be filed. If the Contractor fails to promptly discharge all Subcontractors' liens, the Trust shall make no further payment to the Contractor under this Contract. the Trust, the City and DSBS shall have the right to discharge any liens which may be filed by any Subcontractor of any tier, and may recover the costs of securing such discharge from the Contractor by withholding such amount from the next payment due or otherwise.

ARTICLE 8

INSPECTION AND COMPLETION OF THE WORK

Section 8.1 Inspection. All Work, materials and methods of construction shall at all times be subject to the inspection by the Trust or its designee, or any City, New York State or Federal agency or department with jurisdiction over the Premises. If any Work, material or method of construction does not meet the approval of the Trust or its designee, or any City, New York State or Federal agency or department with jurisdiction over the Premises such Work, material or method of construction shall be immediately changed, corrected, replaced and made good, at the Contractor's expense. The Trust shall be the final judge of the quality and suitability of the Work, materials, and the methods of construction. Acceptance of any Work, material or method of construction shall not relieve the Contractor from any of its obligations under this Contract. The Trust and its agents shall have no liability or obligation as a result of the inspection and the Contractor shall not be relieved of any Contract obligations by the making of an inspection or any acceptance resulting therefrom.

Section 8.2 Substantial Completion of the Work. When Contractor believes that the Work is complete Contractor shall request in writing that the Trust inspect the Project. The Project shall be deemed substantially completed (hereinafter referred to as “Substantial Completion”) on the date when all of the following shall have occurred:

- A. The Trust may use and occupy the Project; and
- B. Only minor incomplete or unsatisfactory Work (hereinafter referred to as “Punch Lists”), if any, remains incomplete provided it does not interfere with the Trust’s use and occupancy; and
- C. A Temporary Certificate of Completion or Certificate of Occupancy or such other required approval shall have been issued by the appropriate local governmental authority for all or a portion of the Project.

Section 8.3 Punch List. When the Trust or its designee prepares a Punch List Contractor shall promptly complete and/or correct said work on the Punch List. The Contractor shall remain fully responsible to perform all Work whether or not there is a Punch List. The Trust shall be entitled to withhold from any payment, in addition to any other sums properly withheld hereunder, the sum of two times the value of the Punch List, but in no event less than \$1,000.

Section 8.4 Final Completion of the Work. The Project shall be deemed finally completed (hereinafter referred to as "Final Completion") on the date when the Work shall have been finally completed and the Trust shall have received:

A. Evidence that all Work including Punch List items, have been fully and satisfactorily completed in a good and workmanlike manner, in conformance with this Contract; and

B. The Project has received, in full compliance with all applicable laws, rules, requirements and regulations of all government Authorities having jurisdiction over the Project the required signoffs and Certificates of Completion and/or Occupancy; and

C. Contractor has delivered all final certificates of approval relating to the Work and the contemplated uses of the Project, including, without limitation, all necessary certificates of the Board of Fire Underwriters or any successor thereof, Inspection and approval by the Bureau of Electrical Control, the City Fire Department, the City Department of Environmental Protection, all warranties and all guarantees for the Work and the Certificate of Completion and/or Occupancy, shall have been delivered to the Trust; and

D. All required receipts, releases, releases of liens, affidavits, waivers, as-built drawings and any other documents required under this Contract shall have been delivered to the Trust.

Section 8.5 Project Engineer. The Trust may employ a Project Engineer as the Trust's representative at the Project Site(s). The Project Engineer shall, subject to review by the Trust, have the authority, in the first instance, to inspect, supervise and control the performance of the Work. The Project Engineer, or any other person, does not have the power to issue a Change Order. Only the President, in compliance with section 6.3, has the power to issue a Change Order.

Section 8.6 Occupation or Use Prior to Completion. The Trust shall have the right before the Final Completion, to take over, occupy, operate or otherwise use any part of the Project. Contractor shall not interfere with or object to such take over, occupancy, operation or use any part of the Project. The Trust shall notify Contractor in writing of such take over, occupancy, operation or use part of the Project specifying the date of such take over, occupancy, operation or use of part of the Project. Contractor's guarantee on the part of the Project taken over, occupied, operated or used by the Trust shall begin on the date of such take over, occupancy, operation or use by the Trust. If the Trust shall take over, occupy, operate or use any part of the Project, the Trust shall first inspect the parts of the Project to be so taken over, occupied, operated or used by the Trust. Contractor will then be furnished in writing with a statement of Substantial

Completion, and a Punch List for such part so taken over, occupied, operated or used by the Trust.

ARTICLE 9

SUSPENSION OF WORK; TERMINATION

Section 9.1 Suspension. The Trust may, at any time, with or without cause, suspend the Work or any portion thereof for a period of not more than 90 days by giving Contractor written notice of such suspension (hereinafter referred to as "Suspension Notice"). Contractor shall immediately stop the Work covered by the Trust's Suspension Notice and cause all Subcontractors to stop the Work covered by the Trust's Suspension Notice. Contractor and Subcontractors shall resume the Work on the date set by the Trust. Contractor and Subcontractors shall not be entitled to any additional compensation for costs attributable to any suspension, but the time for completion of the Work shall be extended by the period of suspension. The Contractor shall secure and make safe the Project Site(s) to the Trust's satisfaction during any suspension.

Section 9.2 Defaults and Terminations for Cause. In addition to any other rights that the Trust may have, the Trust shall have the right to declare the Contractor in default and terminate, for cause, this Contract, in whole or in part, if any of the following occur:

- A. The Contractor shall become insolvent; or
- B. The Contractor shall fail to perform the Work in the method and manner required by the Trust; or
- C. The Contractor shall fail to complete the Work within the Term; or
- D. The Contractor shall fail to assign workers, order materials or enter into Subcontracts in a manner deemed sufficient by the Trust to permit completion of the Work in accordance with the approved work schedule; or
- E. The Contractor's interest in this Contract or its right to receive funds shall be assigned, transferred, conveyed or otherwise disposed of voluntarily or by operation of law without the prior written consent of the Trust; or
- F. The Contractor shall not comply with or violate any provision of this Contract; or
- G. The Contractor shall fail to comply with any of the applicable laws, rules, regulations or orders that may be applicable to this Contract, or the Contractor shall be defaulted or debarred by the City, the State of New York or the United States Government.

Section 9.3 Termination for Convenience. The Trust reserves the right to terminate Contract at any time for its own convenience, without fault, and for such reasons as the Trust deems appropriate (hereinafter referred to as "Convenience Termination"). A Convenience Termination shall take effect immediately upon Contractor receipt of the Trust's written Convenience

Termination notice. Contractor shall be entitled to full payment of sums due hereunder for Work performed prior to such Convenience Termination. Contractor shall not be entitled to profit or overhead on the unperformed portion of the Work.

Section 9.4 Effects of a Default or a Termination. Upon termination of this Contract, Contractor and all Subcontractors will immediately cease work and take all necessary steps to remove all hazards so as to make the Project Site(s) safe. After securing the Project Site(s), Contractor shall promptly present the Trust a statement of costs actually incurred to the date of termination. The Contractor shall not recover as part of its costs any unearned or anticipated overhead or profit for itself or for its Subcontractors as a result of any termination.

Section 9.5 Payment Due when Termination not for Cause. The Trust will promptly review the statement of costs submitted by the Contractor by verifying and auditing all canceled checks, Subcontracts, paid receipts, bills from Subcontractors and any other document deemed necessary. The Trust will notify the Contractor in writing when the Trust is satisfied that the statement of costs is accurate (hereinafter referred to as "Approved Statement of Costs"). Contractor may then submit a Final Requisition for the balance of the Approved Statement of Costs, Contractors Final Release and Final Lien Waivers, all Subcontractors Final Release and Final Lien Waivers. Receipt of payment from the Trust of the amount of the Final Requisition shall be full and final payment to the Contractor.

Section 9.6 Payment Due when Termination is for Cause. In addition to any other rights the Trust may have in law, in equity, or under this Contract if termination is for cause, the Trust may, at its sole discretion, have the Work completed by another Contractor of its choice, or elect not to complete the Work. The Trust shall deduct from all monies then due Contractor the sum of:

- A. All expenses incurred in completing the Work; or
- B. The value of the Work not completed (as determined by the Trust, in its sole discretion; and
- C. all incidental expenses incurred as a result of the termination for cause, including all actual legal fees and accounting fees.

If, after making the above computation, there remains a balance due Contractor the Trust shall pay such amount to the Contractor upon Contractor submitting a Final Requisition for such balance, Contractors Final Release and Final Lien Waivers, all Subcontractors Final Release and Final Lien Waivers. Receipt of payment from the Trust of the amount of the Final Requisition shall be full and final payment to the Contractor.

If there is a balance due from the Contractor to the Trust, then the Contractor shall immediately pay that amount to the Trust. No monies shall be due or payable to Contractor, if Contract is terminated for cause, until the Project is completed or the Trust abandons the Project. The Trust need not wait until the completion of the Project to seek the enforcement of its rights hereunder.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY; INDEMNIFICATION

Section 10.1 Protection of Persons and Property. The Contractor is responsible for providing safety and protection for all persons at the Project Site(s). The Contractor is responsible for all property damage, loss, injury, theft or vandalism at the Project Site(s) resulting from the Contractor's acts or omissions or those acts or omissions of any Subcontractors or any act or omission by anyone for whose acts Contractor may be liable.

Section 10.2 Indemnification. To the fullest extent permitted by law, Contractor agrees to indemnify, keep indemnified, and hold harmless the Trust, the City, DSBS, any Tenant, Subtenant, Licensee, Invitee, Person or Visitor and their respective officers, shareholders, members, partners, trustees, beneficiaries, agents and employees (hereinafter referred to as "Indemnities") from and against any and all liability, civil money penalties, fines, claims, losses, suits, damages, demands, judgments, actions, causes of action, settlements, expenses including but not limited to attorney's fees and disbursements, costs and charges of every nature and kind, both legal and otherwise, whether direct or indirect, arising out of (i) the acts or omissions of the Contractor, its Subcontractors, agents, employees or material suppliers, and any and all Persons on the Project Site(s) or in connected to the Work or (ii) any negligence, fault or default of the Contractor, its Subcontractors, agents, employees or material suppliers.

Contractor specifically agrees and acknowledges that there shall be no personal liability on the part of any officer, director, employee or agent of the Indemnities in connection with this Contract or otherwise.

This section 10.2 shall survive any termination of this Contract and remain in full force and effect.

Section 10.3 The Trust, the City and DSBS not liable. The Trust, the City and DSBS shall not be liable for any damage, injury or liability that may be sustained by Contractor, Subcontractor or any other person whatsoever, or to their goods and chattels from any cause whatsoever arising from or out of the Work at the Project Site(s). Contractor hereby releases and discharges the Trust, the City and DSBS from any and all demands, claims, actions and causes of action arising from the aforesaid. Contractor shall look solely and exclusively to the funding for this Project for the satisfaction of any claim or cause of action Contractor may have against the Trust, the City or DSBS in connection with this Contract or the failure of the Trust to perform any of its obligations hereunder.

Section 10.4 Contractor Not an Agent of the Trust, the City, or DSBS. Contractor, Contractor's employees, Subcontractors or Subcontractor's employees are not agents, servants or employees of the Indemnities by virtue of this Contract or by virtue of any approval, permit, license, grant, right or authorization given by the Trust, the City, DSBS or any of their officers, directors, employees or agents. Contractor, Contractor's employees, Subcontractors, or Subcontractor's employees shall not in any way directly or indirectly represent that they are agents, servants or

employees of the Indemnities. The Contractor is solely responsible for the work, direction, compensation and personal conduct of its officers, employees, agents, Subcontractors, Subcontractor's officers, employees, and agents.

ARTICLE 11

INSURANCE AND BONDS

Section 11.1 Insurance, Performance Bond and Payment Bond

Contractor and each Subcontractor shall provide:

- A. Proof of Insurance as set forth in Exhibit "G" which is attached hereto and made a part hereof; and
- B. A Performance Bond in the exact form set forth in Exhibit "H" which is attached hereto, and shall be provided in an amount equal to one hundred percent (100%) of the contract price; and
- C. A Payment Bond in the exact form set forth in Exhibit "H" which is attached hereto.

ARTICLE 12

LABOR AND MATERIALS; GUARANTEES

Section 12.1 Materials and Equipment. All materials and equipment permanently installed in or on the Project shall be new, except as approved by the Trust or as specified in the Construction Documents. Notwithstanding the foregoing, the Trust encourages the use of recycled products where practicable. The Contractor shall notify the Trust if it intends to use recycled products with respect to any materials to be permanently installed on the Project. All labor performed on the Project shall be performed by skilled workers in their respective trades and shall be of first-class quality in accordance with the standards of the construction industry and the particular trade. The Contractor shall obtain in the name of the Trust all manufacturers' warranties and guarantees on all equipment and materials required by this Contract and installed in or on the Project and shall deliver such warranties and guarantees to the Trust.

Section 12.2 Guarantee of Work. Unless otherwise specifically set forth in the Construction Documents or elsewhere in this Contract, Contractor fully warrants and guarantees the materials, equipment, and Work against any and all defects whether latent or patent for a period of one year from the date of Final Completion (hereinafter referred to as the "Warranty Period"). During the warranty period Contractor shall promptly repair, replace, rebuild or restore (as the Trust may direct) all defective Work and materials and shall pay all costs for labor and materials necessary to correct such defective Work. Should Contractor fail to promptly repair, replace, rebuild or restore such defective Work, the Trust shall repair, replace, rebuild or restore such defective Work and Contractor shall promptly pay to the Trust all costs incurred by the Trust in connection therewith. The Trust's certificate setting forth the costs incurred in repairing, replacing,

rebuilding or restoring any damaged or defective Work shall be binding and conclusive as to the amount thereof upon the Contractor.

Section 12.3 Security for Materials and Guarantees. As security for the Contractor's faithful performance of its obligations under this Article 12, the Trust will deduct from the Final Completion payment an amount equal to one percent (1%) of the Contract Price or such greater amount fixed in the RFP, the IFB and the BSD (hereinafter referred to as "Retainage"). In the Trust's sole discretion, the Trust may require Contractor to post in addition to the Retainage security in such amount, as the Trust deems necessary to guarantee Contractors performance under this Article 12. If Contractor faithfully performs all its obligations hereunder, the Trust will as soon as practicable after the expiration of the Warranty Period return to Contractor the Retainage and additional security, if any, without interest. Notice by the Trust to repair, replace, rebuild and/or restore any defective or damaged Work shall be timely if given up to 10 days after the expiration of the Warranty Period.

Section 12.4 Rights not Exclusive. The Trust's rights under this Article 12 are in addition to all other rights the Trust may have under this Contract, at law or in equity.

ARTICLE 13

TITLE TO THE WORK, MATERIALS AND EQUIPMENT

Section 13.1 Tax Exempt Status. Pursuant to Section 1115(a)(15) and (16) of the New York State Tax Law, purchases of tangible personal property by the Contractor or its Subcontractors arising out of this Contract are exempt from the sales and use tax imposed by Article 28 of the New York State Tax Law, to the extent that such property is used to alter, maintain or improve, and becomes an integral component part of real property owned by a tax exempt organization which is improved under this Contract. This exemption does not apply to tools, machinery, equipment or other property purchased or leased by the Contractor or its Subcontractors, or to supplies, materials or other property which are consumed in the course of construction or for any other reason not incorporated into the real property which is improved under this Contract.

Section 13.2 Exclusion of Tax From Contract Price. Contractor represents and warrants that to the extent applicable state and local sales taxes have been excluded from the Contract Price. Contractor and its Subcontractors shall be responsible for and shall pay any and all applicable taxes, including sales and use taxes imposed upon purchased or leased tools, machinery, equipment, and upon all such unincorporated supplies and materials and other property as provided by law. The Contract Price shall be deemed to include full payment and consideration for the sale of all supplies and materials necessary for the performance of the Contract.

Section 13.3 Evidence of Title. At the request of the Trust, Contractor shall furnish the Trust such paid bills, bills of sale and/or other instrument properly executed, acknowledged and delivered as the Trust may require, proving title for all supplies, materials and equipment permanently installed in or on the Project has passed to the City, free of liens or encumbrances. Contractor shall clearly mark or otherwise identify all such materials as the property of the City.

Section 13.4 Title to Materials. Title to all materials used on the Project immediately vests in the Trust upon the earlier of (1) delivery of such materials to the Premises or (2) payment by the Trust for such materials. Notwithstanding such transfer of title to the materials until such time as such materials are installed in accordance with the provisions of this Contract and up to Final Completion of the Work, Contractor shall:

A. Protect the materials against loss or damage, and maintain the materials in proper condition and repair; and

B. Replace or make good any loss, theft, disappearance, or damage to the materials, and furnish additional materials in place of any that may be lost, stolen or rendered unusable all without cost to the Trust.

Such transfer of title shall in no way affect any of the Contractor's obligations hereunder. The Trust reserves the right, in its sole discretion, to reject any defective or otherwise unsatisfactory materials. Title to any rejected, defective or otherwise unsatisfactory materials shall be deemed to revert to Contractor.

Section 13.5 Subcontracts to Separate Materials from Labor. All Subcontracts shall be in a form similar to this Contract with respect to the separation of the sale of materials from the work and labor, services, consumable supplies and any other items to be provided. The Subcontracts shall provide separate prices for (1) materials and (2) all other services and items. Such separation shall actually be followed in practice, including the separation of payments for materials from the payments for other work and labor and other things to be provided.

Section 13.6 Tax Exempt Certificates. Contractor and Subcontractors shall obtain, Contractor Exempt Purchase Certificates (Form ST-120.1) and shall furnish to all persons, firms or corporations from which they purchase materials for the performance of the Work such Contractor Exempt Purchase Certificates.

ARTICLE 14

REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants the following:

Section 14.1 Illegal Consideration. Contractor has not been asked to pay, and has neither offered to pay, nor paid, any illegal consideration, whether monetary or otherwise, in connection with the procurement of this Contract.

Section 14.2 Solicitation. Contractor has not employed any person to solicit or procure this Contract, and has not made and shall not make, except to full time employees of the Contractor, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee or any other compensation in connection with the procurement of this Contract.

Section 14.3 Conflict of Interest. Contractor has not acquired nor will it acquire any interest of any nature, direct or indirect (including without limitation, any interest in land in an area related to the Work or any interest in any corporation, partnership, etc. with any such interest), which would conflict in any manner or degree with the performance of the Work and no person having any such conflicting interest shall be employed by the Contractor in the performance of this Contract.

Section 14.4 Investigation Forms. All questionnaires and disclosure forms delivered by the Contractor to the Trust to date are, to the best of the Contractor's knowledge, true and correct in all material respects; no material change has occurred in the circumstances of the Contractor, its principals, or affiliated persons or entities since the respective dates upon which such disclosure forms were executed which would otherwise require disclosure on such forms; and no material disclosed in such disclosure forms contains, to the best of the Contractor's knowledge, any untrue statement of a material fact or omits to state a material fact necessary in order to make any statement contained in such form not misleading.

Section 14.5 Anti-Boycott Provisions. Contractor shall comply in all respects with the provisions of §6-114 of the Administrative Code of the City and the rules and regulations issued by the Comptroller of the City thereunder. Contractor certifies it is not now participating in, nor shall it participate in, during the term of this Contract, an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder. Upon the final determination by the United States Department of Commerce or any other agency of the Government of the United States that Contractor has participated in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Trust may, at its sole option, render this Contract forfeit and void.

ARTICLE 15

WOMEN OWNED AND MINORITY OWNED BUSINESSES PARTICIPATION

M/WBE Practices and Program. Contractor shall (A) comply with the M/WBE requirements set forth in Exhibit O and (B) complete and submit to the Trust M/WBE Participation Plan Form annexed hereto within Exhibit O.

ARTICLE 16

INVESTIGATION

Section 16.1 Cooperation with Investigation. The parties to this Contract agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by the Trust. The parties to this Contract agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State or City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or the Inspector General of a governmental agency that is a party in interest to the transaction,

submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry. If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or the Inspector General of the governmental agency that is a party in interest, and is seeking testimony, concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the Trust, the City, the State, or any political subdivision or public authority thereof, or any local development corporation within the City, or any public benefit corporation organized under the Laws of the State of New York, or, if any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in any such investigation, then the Trust and/or the Commissioner whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five days written notice to the parties involved, to determine if any penalties should attach for the failure of a person to testify.

If any non-governmental party to the hearing requests an adjournment, the Trust or the Commissioner who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit or license, pending the final determination, without the City or the Trust incurring any penalty or damages for delay or otherwise.

Section 16.2 Penalties. The penalties that may attach after a final determination by the Trust or the Commissioner may include but shall not exceed:

A. The disqualification, for a period not to exceed five years from the date of an adverse determination for any person or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the Trust and/or the City; and/or

B. The cancellation or termination of any and all such existing the Trust and/or City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Contract, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City or the Trust incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals or fees accrued prior to the cancellation or termination shall be paid by the Trust or the City.

Section 16.3 Factors in Assessing Penalties. The Trust and/or The Commissioner shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in subparagraphs (a) and (b) below. The Trust and/or the Commissioner may also consider, if relevant and appropriate, the criteria established in subparagraphs (C) and (D) below, in addition to any other information, which may be relevant and appropriate:

A. The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

B. The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

C. The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the Trust and the City.

D. The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties as described above, provided that the party or entity has given actual notice to the Trust and/or the Commissioner upon the acquisition of the interest, or at the hearing called for gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

1. The term "license" or "permit" as used in this Article 16 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

2. The term "person" as used in this Article 16 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

3. The term "entity" as used in this Article 16 shall be defined as any firm, partnership, corporation, association, joint venture, limited liability company or person that receives monies, benefits, licenses, leases or permits from or through the City or otherwise transacts business with the City.

4. The term "member" as used in this Article 16 shall be defined as any person associated with another person or entity as a partner, member of a limited liability company, director, officer, principal or employee.

Section 16.4 Termination. In addition to and notwithstanding any other provision of this Contract, the President and/or the Commissioner may in his/her sole discretion terminate this Contract upon not less than three days written notice in the event the Contractor fails to promptly report in writing to the Trust and the Commissioner of the Department of Investigations of the City any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Contract by the Contractor, or affecting the performance of this Contract.

ARTICLE 17

MISCELLANEOUS PROVISIONS

Section 17.1 Notices. All notices, demands and requests required or permitted to be given under this Contract shall be in writing and shall not be effective unless personally delivered or sent by United States registered or certified mail, postage paid, addressed as hereinafter provided, return receipt optional. All such notices, demands and requests mailed to the Trust shall be addressed to the Trust as follows:

Governors Island Corporation d/b/a the Trust for Governors Island
10 South Street, Slip 7
New York, NY 10004
Attention: General Counsel

Or at such other address as the Trust may from time to time designate by written notice to Contractor. All such notices, demands and requests mailed to Contractor shall be addressed to Contractor at Contractor's address as stated on page 1 hereof. Or at such other address as Contractor may from time to time designate by written notice to the Trust.

Notices, demands and requests which shall be served in the manner aforesaid shall be deemed given for all purposes hereunder at the time such notice, demand, or request is deposited in any post office or branch post office or official depository regularly maintained by the United States Postal Service.

Section 17.2 Severability. If any provision of this Agreement shall contravene or be invalid under the laws of the United States or New York State, it is agreed that such provision shall not invalidate the whole Contract but the Contract shall be construed as if not containing the particular provision or provisions held to be invalid.

Section 17.3 Claims and Actions Against the Trust. Contractor shall look solely to the funds available to and appropriated by the Trust under the City Contract for this particular project for the satisfaction of any claim or cause of action the Contractor may have against the Trust in connection with this Contract. No director, officer, employee, agent or other person authorized to act on behalf of the Trust shall have any personal liability in connection with this Contract or any failure of the Trust to perform its obligations hereunder. The Contractor agrees that it shall have no claim against the Trust for damages, or in any action or proceeding at law or in equity, unless the Contractor shall give notice of the existence of such claims to the Trust within sixty (60) days after the cause of action arose, or the damages first became ascertainable, whichever shall occur first. The notice of claim must strictly comply as to form with all of the provisions required by law regarding claims against the City as provided for in §7-201 of the New York City Administrative Code (except for the time to file such claim which shall be sixty (60) days) with service of the same to be made by personal delivery upon an officer or agent of the Trust.

Serving the notice of claim in strict accordance with this Article shall be a necessary and non-waivable jurisdictional element of any claim by the Contractor. Any action or proceeding by the Contractor against the Trust must be commenced within sixty (60) days after the service of said notice of claim, but not before thirty (30) days after the service of the notice of claim.

Contractor acknowledges that it will be adequately compensated by money damages alone for any act or omission of the Trust and, therefore, specifically waives all rights that it may have for equitable relief, including injunctive relief. The filing of a Notice of Appeal by the Trust in any judicial proceeding shall stay the enforcement of any judgment against the Trust, pending a resolution and final determination of that appeal, without the Trust posting any security and without any court order being obtained.

In addition to any other contractual statute of limitations set forth herein, the Contractor agrees that no action against the Trust shall lie or be maintained if the Trust is barred by any statute or time limitation whatsoever at the time the Contractor institutes its suit or for twenty (20) days thereafter, from maintaining, prosecuting or instituting any claim against the City, the State of New York, the United States Government, any insurance company which may be liable, or any of them, based upon the same facts alleged by the Contractor, either as a third-party plaintiff or in a plenary action.

Section 17.4 Governing Law & Venue. This Contract is deemed executed in the City of New York, State of New York and shall be governed by and construed in accordance with the laws of the State of New York. The parties agree that any and all claims asserted by or against the Trust, the City or DSBS arising under this Contract or related hereto shall be heard and determined either in the courts of the United States ("Federal Courts") located in New York City or in the courts of the State of New York ("New York State Courts") located in the City and County of New York.

Section 17.5 Service of Process. If the Trust, the City or DSBS initiates any action against the Contractor in Federal Court or in New York State Courts, personal service of process may be made on the Contractor either in person, wherever the Contractor may be found, or by registered mail addressed to the Contractor at its address as set forth on page 1 of this Contract, or to such other address as the Contractor may have provided to the Trust, the City or DSBS, as the case may be.

Section 17.6 Waiver by the Contractor. With respect to any action between the Trust, the City or DSBS and the Contractor in New York State Court, the Contractor expressly waives and relinquishes any rights it might otherwise have (1) to move to dismiss on grounds of forum non conveniens, (2) to remove to Federal Court, and (3) to move for a change of venue to a New York State Court outside New York County. With respect to any action between the Trust, the City or DSBS and the Contractor in Federal Court located in New York City, the Contractor expressly waives and relinquishes any rights it might otherwise have to move to transfer the action to a Federal Court outside New York City.

Section 17.7 Change of Venue. If the Contractor commences any action against the City or DSBS in a court located other than in the City and State of New York, upon request of the Trust, the City or DSBS, as the case may be, the Contractor shall either consent to a transfer of the action to a court of competent jurisdiction located in the City and State of New York or, if the court where the action is initially brought will not or cannot transfer the action, the Contractor shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in New York City.

Section 17.8 Assignment. Contractor can neither assign this Contract, nor the right to receive the funds to be paid under this Contract, without the express written consent of the Trust. The Trust can either assign this Contract or the rights hereunder to the City without the consent of the Contractor.

Section 17.9 Contract Interpretations. In the event any interpretation of this Contract is required after execution, or if any actual or apparent conflict between any two or more provisions of the Contract is discovered, then the Contract or such conflict shall be interpreted by the President and that interpretation shall be conclusive and binding on the parties hereto. In the event of any dispute between the Trust and the Contractor as to whether or not the Work is completed, the inspection report of the Trust or its agent shall be considered binding, final and conclusive.

Section 17.10 Titles. The titles to any article or any subdivision of this Contract are for organizational purposes only.

Section 17.11 Merger. This Contract may not be modified orally. This Contract may be supplemented, amended or revised only in writing by the mutual agreement of the Trust and Contractor. This Contract supersedes all previous agreements and/or Contracts whether oral or written between the Trust and Contractor.

Section 17.12 Non-Waiver. Forbearance, neglect or failure by the Trust to enforce any and all of the provisions of this Contract or to insist upon strict compliance by Contractor shall not be construed as a waiver of any rights or privileges of the Trust. A waiver by the Trust of a past act or circumstance shall not constitute or be a course of conduct or waiver of any subsequent act or circumstance.

Section 17.13 Contractor's Performance Evaluation Provisions. Contractor's performance of the Work may be evaluated by the Trust (i) upon the vouchering of 50% of the Contract Price and/or (ii) upon Substantial Completion of the Work. The Trust will send a copy of the evaluation to the Contractor after such evaluation and the Contractor may respond in writing to such evaluation. The response will be filed with the evaluation. The evaluation may be filed with the City.

Section 17.14 General and Supplemental Conditions. Contractor shall abide by the General Conditions annexed hereto as Exhibit M and the Supplemental Conditions annexed hereto as Exhibit N.

By executing this Contract, Contractor verifies that it has carefully and completely reviewed and understands the terms and conditions of this Contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

GOVERNORS ISLAND CORPORATION d/b/a
The Trust for Governors Island

By: _____

Name: _____

Title: _____

(SEAL) (if any)

CONTRACTOR

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT OF THE TRUST

STATE OF NEW YORK)

ss:

COUNTY OF NEW YORK)

On the ____ day of _____ in the year 20__, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that /she is the _____ of GOVERNORS ISLAND CORPORATION, the corporation described in and which executed the above instrument; and that s/he signed her/his name thereto by authority of the Board of Directors of said corporation.

Notary Public

ACKNOWLEDGMENT, IF A PARTNERSHIP

STATE OF _____)

ss.:

COUNTY OF _____)

On this day of _____, 20__, before me personally came _____,
_____ to me known and known to me to be one of the partners of the firm
of _____ described in and which executed the
foregoing instrument and __he acknowledged to me that __he executed the same as and for the
act and deed of said firm.

Notary Public

ACKNOWLEDGMENT, IF AN INDIVIDUAL

STATE OF _____)

ss.:

COUNTY OF _____)

On this day of _____, 20__, before me personally came _____,
_____ to me known to be the
individual described in and who executed the foregoing instrument and __he acknowledged to
me that __he executed foregoing instrument.

Notary Public

ACKNOWLEDGMENT, IF A CORPORATION

STATE OF _____)

ss:

COUNTY OF _____)

On the ____ day of _____ in the year 20__, before me personally came
_____, to me known, who, being by me duly sworn, did depose and say that
he is the _____ of
_____, the corporation described in and which
executed the above instrument; and that he signed his name thereto by authority of the Board of
Directors of said corporation.

Notary Public

EXHIBIT A

E.O. 50 CONSTRUCTION RIDER

A. EQUAL EMPLOYMENT OPPORTUNITY

This contract is subject to the requirements of Executive Order No. 50 (April 25, 1980) as amended ("E.O. 50") and the Rules and Regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this contract, the Contractor agrees that:

- (1) It will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;
- (2) When it subcontracts it will not engage in any unlawful discrimination in the selection of Subcontractors on the basis of the race, creed, color, national origin, sex, age, disability, marital status or sexual orientation of the owner, manager or any other officer, director, agent or employee of such Subcontractors;
- (3) It will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, age, disability, marital status or sexual orientation, or that it is an equal employment opportunity employer;
- (4) It will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and
- (5) It will furnish all information and reports (which are required by E. O. 50, the rules and regulations promulgated thereunder, and orders of the Director of the New York City Department of Small Business Services, Division of Labor Services ("DLS"), including an Employment Report if the Contract Price is \$1,000,000 or more), before the award of the Contract and will permit access to its books, records and accounts by DLS for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Contract and noncompliance with E.O.

50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director of DLS may direct the imposition upon the Contractor found to be in noncompliance of any or all of the following sanctions:

- (i) Disapproval of the Contractor;
- (ii) Suspension or termination of this Contract;
- (iii) Declaring the Contractor in default; or
- (iv) In lieu of any of the foregoing sanctions, the Director of DLS may impose an employment program.

The Director of DLS may recommend to the Trust that a hearing be convened for purposes of declaring a Contractor who has repeatedly failed to comply with E. O. 50 and the rules and regulations promulgated thereunder to be non-responsible.

If the Contract Price is \$1,000,000 or more, the Contractor further agrees as follows:

(i) It shall employ trainees for training level jobs and it shall participate in on-the-job training programs, other than apprenticeship programs, that are approved by DLS and, where required by law, the U.S. Department of Labor, Bureau of Apprenticeship Training or the New York State Department of Labor;

(ii) It shall make a good faith effort to achieve the ratio of one "trainee" (which means an economically disadvantaged person who qualifies for and receives training in one of the construction trades pursuant to a program, other than an apprenticeship program, approved by DLS and, where required by law, the New York State Department of Labor and the United States Department of Labor, Bureau of Apprenticeship and Training) to four journey-level employees of each job group on each construction project. The Contractor shall be considered to employ four journey-level employees in a particular job group when he or she employs any number of journey-level employees in that craft whose aggregate work hours equal the number of hours four full time journey-level employees would have worked in a work week as defined by the prevailing practice in the industry for the particular craft, i.e., 40 hours, 37 hours, 35 hours, etc. For example, in a craft where there is a 40 hour work week, the employment of four journey-level employees results in 160 hours of employment (4 x 40). Hence, any number of journey-level employees which results in 160 hours of work is considered for purposes of the training program to equal four journey-level employees, i.e., three journey-level employees who work 53 hours (3 x 53 = 160). The training requirement shall not apply to any trade in which the employment of four or more journey-level employees and the trainee shall be for less than four weeks; provided, that four weeks shall mean four weeks of full time work as defined by the prevailing practice in the industry for the particular craft, i.e., 160 hours (4 weeks x 40 hours), 150 hours (4 weeks x 37 hours), 140 hours (4 weeks x 35 hours), etc.;

(iii) It shall attempt to provide continuous employment for trainees after the completion of this Contract to enable them to complete their course of training;

(iv) It shall, to the extent it is a party to any collective bargaining agreement, refer, recommend and sponsor for union membership any of its trainees who can perform the duties of a qualified journey-level employee or who have successfully completed the training program. Such former trainees shall be paid full journey-level wages and fringe benefits, whether or not union membership is granted after such referral, recommendation or sponsorship, and the Contractor shall make good faith efforts to continue the employment of such persons; and

(v) If the Contractor fails to provide training to the required number of trainees for the required number of weeks, the Contractor's compensation shall be decreased by an amount (the "Credit") equal to the difference between the wages and fringe benefits paid by the Contractor to the trainees and the wages and fringe benefits which would have been paid to the trainees had the number and duration of the positions been as required unless the Contractor can demonstrate that it made a good faith effort to provide training and was unsuccessful. The wages and fringes deducted will be whatever a first term trainee would receive under the prevailing wage schedule in effect at the time the trainees should have been employed. For purposes hereof, a good faith effort includes but is not limited to:

- (a) Documented efforts to secure trainees from approved training programs,
- (b) Documented outreach efforts to community and civil rights groups to identify candidates for training positions and sponsorship of those persons by the Contractor for entrance into an approved training program, and
- (c) Written notification to DLS that the Contractor has been unable to secure trainees pursuant to subsections (a) and (b) above and requesting DLS's assistance in securing trainees; provided, that neither the provisions of any collective bargaining agreement nor the refusal by a union with which the Contractor has a collective bargaining agreement to recognize the validity of the training program shall excuse the Contractor's obligation to provide training pursuant to E.O. 50 and these regulations.

If the Contract Price is \$1,000,000 or more, the Contractor shall include the provisions of the foregoing paragraph in every subcontract in the amount of \$750,000 or more to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor. If the Contract Price is less than \$1,000,000, the Contractor shall include the provisions of this rider (other than the provisions of the immediately preceding paragraph) in every subcontract or purchase order in excess of \$50,000 to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of DLS as a means of enforcing such provisions including sanctions for noncompliance and/or the taking of a Credit.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to E.O. 50 and the rules and regulations promulgated thereunder

with a subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

B. CONSTRUCTION EMPLOYMENT REPORT SUBMISSION REQUIREMENTS

Pursuant to Executive Order No. 50 (April 25, 1980) as amended and the implementing rules and regulations, all Contractors with contracts of \$1,000,000 or more, and all subcontractors with contracts of \$1,000,000 or more, must complete and submit an Employment Report (ER) and EEO-1 report. If you submit an ER you must comply with the training requirements set forth above.

If you are a Contractor with a contract of less than \$1,000,000 you must complete the attached certification of less than \$1,000,000 contract.

DEPARTMENT OF SMALL BUSINESS SERVICES
DIVISION OF LABOR SERVICES
LESS THAN \$1,000,000 CONTRACT CERTIFICATE

CONTRACTOR _____

ADDRESS _____

TELEPHONE # (____) _____

NAME & TITLE OF SIGNATORY _____

CONTRACTING ENTITY GOVERNORS ISLAND CORPORATION

CONTRACT AMOUNT _____

PROJECT NUMBER _____

DESCRIPTION AND ADDRESS OF PROPOSED CONTRACT

I, (fill in name of person signing) _____ hereby affirm that
I am authorized by the above named Contractor to certify that said Contractor's proposed
contract with the above named entity or City agency is less than \$1,000,000.

DATE

SIGNATURE

WILLFUL OR FRAUDULENT FALSIFICATION OF ANY DATA OR INFORMATION
SUBMITTED HERewith MAY RESULT IN THE TERMINATION OF ANY CONTRACT
BETWEEN THE CITY AND THE CONTRACTOR AND BAR THE CONTRACTOR FROM
PARTICIPATION IN ANY CITY CONTRACT FOR A PERIOD OF UP TO THREE YEARS.
FURTHER, SUCH FALSIFICATION MAY RESULT IN CRIMINAL PROSECUTION.

EXHIBIT B

MACBRIDE PRINCIPLES RIDER

For purposes of this rider, the "Contractor" means the Contractor, as defined in the Contract to which this rider is attached, and the "contracting entity" means Governors Island Corporation.

ARTICLE I. MACBRIDE PRINCIPLES

PART A

The Contractor stipulates that such Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

PART B

For purposes hereof, "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work place opportunity which require employers doing business in Northern Ireland to:

- (1) Increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
- (2) Take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
- (3) Ban provocative religious or political emblems from the workplace;
- (4) Publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
- (5) Establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
- (6) Abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;
- (7) Develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
- (8) Establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
- (9) Appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

ARTICLE II. ENFORCEMENT OF ARTICLE I

The Contractor agrees that the covenants and representations in Article I above are material conditions to this contract. In the event the contracting entity receives information that the Contractor who made the stipulation required by this rider is in violation thereof, the contracting entity shall review such information and give the Contractor an opportunity to respond. If the contracting entity finds that a violation has occurred, the contracting entity shall have the right to declare the Contractor in default and/or terminate this contract for cause and procure the supplies, services or work from another source in any manner the contracting entity deems proper. In the event of such termination, the Contractor shall pay to the contracting entity, or the contracting entity in its sole discretion may withhold from any amounts otherwise payable to the Contractor, the difference between the contract price for the uncompleted portion of this contract and the cost to the contracting entity of completing performance of this contract either itself or by engaging another Contractor or Contractors. In the case of a requirements contract, the Contractor shall be liable for such difference in price for the entire amount of supplies required by the contracting entity for the uncompleted term of its contract. In the case of a construction contract, the contracting entity shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this contract, and/or may seek debarment or suspension of the Contractor. The rights and remedies of the contracting entity hereunder shall be in addition to, and not in lieu of, any rights and remedies the contracting entity has pursuant to this contract or by operation of law.

EXHIBIT C

LIST OF CONTRACT DRAWINGS

[TO BE INSERTED]

SAMPLE

EXHIBIT D

SPECIFICATIONS

[TO BE INSERTED]

SAMPLE

EXHIBIT E

LOCALLY BASED ENTERPRISE PROGRAM

- a) This Contract is subject to the requirements of Administrative Code §6-108.1 and the regulations promulgated thereunder. No contract shall be awarded unless and until these requirements have been complied within their entirety.
- b) Unless specifically waived by the Trust with the approval of the Office of Economic and Financial Opportunity, if any portion of the contract is subcontracted, not less than 10 percent of the total dollar amount of the contract shall be awarded to locally based enterprise (“LBE’s”); except that where less than ten percent of the total dollar amount of the contract is subcontracted, such lesser percentage shall be so awarded.
- c) The prime Contractor shall not require performance and payment bonds from LBE subcontractors.
- d) If the Contractor has indicated prior to award that no work will be subcontracted, no work shall be subcontracted without the prior approval of the Trust, which shall be granted only if the Contractor makes a good faith effort beginning at least six weeks before the work is to be performed to obtain LBE subcontractors to perform the work.
- e) If the Contractor has not identified sufficient LBE subcontractors prior to award, it shall sign a letter of compliance stating that it complies with Administrative Code §6-108-1, recognizes that achieving the LBE requirement is a condition of its contract, and shall submit documentation demonstrating its good faith efforts to obtain LBE’s. After award, the Contractor shall begin to solicit LBE’s to perform subcontracted work at least six weeks before the date such work is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.
- f) Failure of the Contractor to comply with the requirements of Administrative Code §6-108-1 and the regulations promulgated thereunder shall constitute a material breach of contract. Remedy for such breach of contract may include the imposition of any or all of the following sanctions:
 - 1. Reducing a Contractor’s compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;
 - 2. Declaring the Contractor in default;
 - 3. Where non-compliance is by an LBE, de-certifying and declaring the LBE ineligible to participate in the LBE program for a period of up to three years.”

EXHIBIT F

CONTRACTORS REQUISITION FOR PROGRESS PAYMENTS

ESTIMATE FOR PARTIAL PAYMENT NO. _____

a. Value of Work Completed To Date
\$ _____

b. Retainage
\$ _____

c. Net Amount Earned (a - b)
\$ _____

d. Amount Due for Stored Material
\$ _____

e. Total Amount Due This Estimate (c + d)
\$ _____

f. Total Previously Approved
\$ _____

g. Net Amount Due This Payment (e - f)
\$ _____

h. Less Amount Withheld by the Trust*
\$ _____

*Reason:

i. Payment Due This Estimate (g - h)

\$ _____

j. Total of All Requisitions Approved to Date
by the Trust (f + i)

\$ _____

SAMPLE

CONTRACTOR'S CERTIFICATE

I/We certify that:

- a. All items, units, quantities and prices for work and material shown on this estimate are true and correct; and
- b. All work has been performed and material supplied in full compliance with the terms and conditions of the Contract to which this Certificate applies; and
- c. All contract provisions relating to prevailing wages and benefits have been complied with and payroll documentation is attached; and
- d. All outstanding claims for labor, materials and equipment for the performance of said contract have been paid in full in accordance with the requirements of the Contract; and
- e. The above Payment Due This Estimate is a true and correct as of the last day of the period covered by this CONTRACTORS REQUISITION FOR PROGRESS PAYMENTS.
- f. All subcontractors have been paid in full.

Signature: _____ Date: _____

Title: _____

THE TRUST'S CERTIFICATE

We have verified this CONTRACTORS REQUISITION FOR PROGRESS PAYMENTS

Contract Time: _____ Cal. Days

Consumed Contract Time: _____ Cal. Days

% of Contract Completed: _____ %

Signature: _____
Title

Date: _____

TRUST APPROVAL

Payment Approval Amount: \$ _____

Signature: _____
Title

EXHIBIT G

INSURANCE

The following is minimum acceptable insurance coverage requirements for Contracting Services:

I. Insurance Requirements

- A. Commercial General Liability Policy issued on an Occurrence form with a combined single limit for Bodily Injury, Personal Injury and Property Damage of at least \$10,000,000 limit/occurrence/aggregate. Coverage shall include endorsements for: Products/Completed Operations; Underground Hazards where applicable; Contractual Liability for tort liability assumed under contract, Personal Injury; Waiver of Subrogation; Policy Aggregate shall apply on per project basis; Mobile Equipment if such equipment not subject to any motor vehicle statutory law.

Additional Insured endorsement as per Insurance Services Organization (a/k/a ISO) form CG 20 10 07 04 Additional Insured Scheduled Organization and form CG 20 37 07 04 Additional Insured – Completed Operations. Such endorsement shall include the Trust and any other designated party as Additional Insured, as required by written contract to which this Exhibit is attached and part of.

There shall be no coverage restrictions or coverage exclusions on the General Liability Policy pertaining to, but not limited to: gravity related injuries, unsafe workplace, injuries sustained by employee of Contractor or sub-contractor, Third Party over type actions, construction operations, and construction activity.

The insurance procured by the Contractor shall be primary and non-contributory to any other insurance that may be in effect.

- B. Statutory Workers Compensation Policy and Employer's Liability Policy of \$1,000,000 for work operations in State where project work is performed, including any applicable other states coverage endorsement.
- C. Automobile Liability Insurance Policy for Bodily Injury and Property Damage in the amount of \$1,000,000 per occurrence covering all owned, non-owned, hired, borrowed vehicles subject to statutory motor vehicle law.
- D. Umbrella/Excess Liability Coverage. The limits of liability required for Commercial General Liability, Automobile Liability, and Employer's Liability may be provided through any combination of primary and excess (following form) policies.

- E. Professional liability. To the extent applicable to the services performed by Contractor, Contractor shall carry professional liability insurance in the amount of \$5,000,000 per claim and in aggregate, with a deductible or self-insured retention of no more than \$500,000. If coverage is written on a claims-made policy, Contractor warrants that any applicable retroactive date precedes the effective date of this Agreement and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than three years from the time the Work under this Agreement is completed.
- F. Builder's Risk Insurance (standard "All Risk" or equivalent coverage), in the amount of not less than the total value of such renovation or construction on a 100% replacement cost basis, as well as the value of any equipment, supplies and/or material for such operations that may be in storage (on or off site) or in transit, written on a completed value (non-reporting) basis, naming Contractor as named insured; the City and the Trust as additional insureds, as their respective interests may appear. In addition, such insurance policy (A) shall contain a written acknowledgement (annexed to the policy) by the insurance company that its right of subrogation has been waived with respect to all of the insureds named in such policy and endorsement stating that "permission is granted to complete and occupy," (B) if any off-site storage location is used, shall cover, for full insurable replacement cost value, all materials and equipment on or about any such off-site storage location intended for use with respect to the property of the Trust, and (C) shall be written on an "All Risk" form and provide coverage for direct physical loss and damage, including terrorism, water, flood and earthquake, transit, Soft Costs, delay in completion (including, but not limited to, delayed start-up and extra expense), testing, machinery breakdown, equipment and indoor/outdoor installed fixtures and structures, materials and supplies, including tools of Contractor agents and employees, staging towers and forms, and property of the Trust held in their care, custody and/or control.
- G. Contractors Pollution Liability Insurance. In the event the Work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or delivery, receipt, or disposal of any petroleum products, asbestos, lead, PCBs or any other hazardous waste as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et. seq. (RCRA), Contractor shall maintain, or cause Contractor's subcontractors to maintain, Contractors Pollution Liability Insurance covering bodily injury, property damage, clean-up costs/remediation expenses and legal defense costs. Such insurance shall provide coverage for sudden and non-sudden pollution conditions arising out of the contractor's operations at the Project Site. If required, the Contractor's Pollution Liability Insurance shall have a limit of at least Five Million Dollars (\$5,000,000.00) per claim and annual aggregate and provide coverage for Contractor as named insured, or additional insured, as applicable; and the Additional Insureds as additional insureds on a primary & non-contributory basis for ongoing and completed operations for a minimum of six (6) years after the completion of work and without regard to privity of contract if coverage is carried

by Contractor's subcontractor. Coverage for and the Additional Insureds shall be at least as broad as provided to Contractor and/or Contractor's subcontractors. If this insurance is issued on a claims-made basis, such policy or policies shall have a retroactive date on or before the beginning of the contractor's work, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three years after the termination or completion of such work.

- H. The following are to be included as additional insured(s) for coverage required in sections A, C, and D. Each additional insured listed below shall be issued a separate Certificate of Insurance.

Certificate Holder

Governors Island Corporation, d/b/a the Trust for Governors Island
10 South Street
Slip 7
New York, NY 10004

And as Additional Insureds
Governors Island Corporation, d/b/a the Trust for Governors Island
City of New York

Certificate Holder

City of New York
c/o City of New York Department of Small Business Services
One Liberty Plaza, 165 Broadway
New York, NY 10006

And as Additional Insureds
City of New York
Governors Island Corporation, d/b/a the Trust for Governors Island

- I. A Certificate of insurance using the ACCORD 25 form is to be provided to the Additional Insured and the Certificate must specifically include a copy of the stipulated additional insured endorsement as required in Section A. Certificate Holder must be notified of any cancellation, non-renewal or material modification of existing policy. Notice is to be received 30 days prior to any change in status. In addition to ACCORD 25 form, a completed New York Construction Certificate of Liability Insurance Addendum (ACCORD 855 form) shall be provided.
- II. If the Contractor utilizes the services of subcontractor for work performed, the same provisions of this Insurance Requirement Exhibit shall be required of those parties. It is the sole responsibility of the Contractor to maintain compliance of such.

- III. Insurance coverage shall be maintained with responsible insurance companies licensed and admitted to do business in the State of New York and such companies shall have an A.M. Best Rating of A- VII. If a Non-Admitted Insurance Company is used, an AM Best rating of A- shall apply.
- IV. Any self-insured insurance retentions and, or any deductibles utilized on any of the above required insurance coverage is the sole responsibility of the Contractor, and Contractor agrees to satisfy those retention and or deductible obligations directly with their insurance company.
- V. The policies required hereunder shall contain the following provisions:
- “A. Notices from the insurer (the “Insurer”) to the Trust (“the Trust”) and the City of New York (the “City”), in connection with this policy, shall be addressed to the General Counsel, the Trust, 10 South Street, New York, New York 10004 (with a copy to the Trust’s Counsel at the same address);
- B. The Insurer shall accept notice of accident from the Trust or the City, within 120 days after receipt by an official of such Additional Insured (as identified above) of notice of such accident as valid and timely notice under this policy;
- C. The Insurer shall accept notice of claim from the City within 120 days after such claim has been filed with the Comptroller of the City and notice of claim from the Trust, within 120 days after receipt by such party as valid and timely notice under this policy;
- The Insurer understands and agrees that notice of accident or claim to such Insurer by any one of the following entities shall be deemed notice by all under the policy:
Contractor; or
The Trust; or
The City; or
Any other Additional Insured.
- E. This policy shall not be canceled, terminated or modified by the Insurer or Contractor unless 30 days prior written notice is sent by registered mail to the Trust or the City, nor shall this policy be canceled, terminated or modified by the Contractor without prior written consent of the Trust;
- F. The presence of engineers, inspectors or other employees or agents of Contractor, the Trust or the City at the site of the Services performed by Contractor shall not invalidate this policy of insurance;
- G. Violation of any of the terms of any other policy issued by the Insurer to Contractor or a subcontractor of Contractor shall not invalidate this policy; and

H. Insurance, if any, carried by the Trust, the City or the Additional Insureds will not be called upon to contribute to a loss that would otherwise be paid by the Insurer.”

SAMPLE

EXHIBIT H

PERFORMANCE AND PAYMENT BONDS

Form of Performance Bond

KNOW ALL MEN BY THESE PRESENTS, that _____
(hereinafter called the "Principal") and _____ a
corporation organized and existing under the laws of the State of _____ (hereinafter called
the "Surety"), as Surety, are held and firmly bound unto the Governors Island Corporation, d/b/a
The Trust for Governors Island, the City of New York and the City of New York Department of
Small Business Services (hereinafter collectively called the "Obligee") in the sum of
_____ Dollars (\$) _____ for the payment of which sum
well and truly to be made, the said Principal and Surety bind themselves, and their respective
heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, Principal and Obligee, have entered into Construction Contract Number
_____ dated _____ (hereinafter referred to as "Construction Contract").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
above bounden Principal shall:

A. Well and truly perform all the undertakings, covenants, terms, conditions, and
agreements of said Construction Contract within the time provided therein and any extensions
thereof that may be granted by the Obligee, and during the life of any guaranty required under
said Contract; and

B. Shall also well and truly perform all the undertakings, covenants, terms,
conditions, and agreements of any and all duly authorized modifications of said Contract that
may hereafter be made; and

C. Shall as required by the Construction Contract indemnify and save harmless
Obligee from any and all loss, damage, fines, penalties and/or expense including costs and
attorney's fees, which the said Obligee may sustain;

Then this obligation shall be null and void; otherwise it shall remain in full force and
effect.

Surety agrees that no change, extension of time, alteration, addition, omission, or other
modification of the terms of either the said Construction Contract or in the said Work to be
performed thereunder, or in the specifications thereunder, or in the plans thereunder, shall in
anyway affect Surety's obligation on this Bond, and Surety does hereby waive notice of any such
changes, extensions of time, alterations, additions, omissions, and other modifications.

The Surety, for value received, agrees, if requested to do so by the Obligee, to perform
fully and complete the obligations of the Principal mentioned and described in said Construction
Contract and any and all modifications thereof pursuant to and in accordance with the

undertakings, covenants, terms, conditions and agreements thereof, if the Principal fails, neglects and/or refuses to so perform fully and completely said obligations, and further agrees to commence the performance and completion of said obligations within twenty (20) days after notice from the Obligee of such failure, neglect and/or refusal of the Principal and to perform and complete the same within the time required under said Contract and any and all modifications thereof as extended by the period of time elapsing between the date of such failure, neglect and/or refusal of the Principal and the date of the giving of such notice by the Obligee to the Surety.

Anything contained herein to the contrary notwithstanding, the Surety hereby agrees that a payment or payments made by the Obligee to the Principal which may be at variance with the terms of said contract or any other act of the Obligee which is at variance with, or in violation of, the terms of said contract, shall not serve to release the Surety from its obligations hereunder, in whole or in part, it being the intent of this bond that the Surety's obligations to complete shall be absolute and that any disputes relating to the performance of said contract shall be disposed of at a later date and without interference in, or with the performance of, said Construction Contract.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this ____ day of _____ 20__ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL _____ (Seal)

(Name)

Attest: _____
Secretary _____
(Business Address)

By: _____
(Signature)
Name:

Title:

SURETY _____ (Seal)

(Name)

Attest: _____
Secretary _____
(Business Address)

By: _____
(Signature)
Name:

Title:

ACKNOWLEDGMENT OF SURETY

STATE OF _____)

ss.:

COUNTY OF _____)

On this _____ day of _____ in the year 20__ before me personally came _____ to me known, who being by me duly sworn, did depose and say that he is the _____ of _____, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Notary Public (SEAL)

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____)

ss.:

COUNTY OF _____)

On this _____ day of _____ in the year 20__ before me personally came _____ to me known and to be the person described in and who executed the foregoing instrument and he duly acknowledged that he executed the same.

Notary Public (SEAL)

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF _____)

ss.:

COUNTY OF _____)

On this _____ day of _____ in the year 20__ before me personally came _____ to me known and known to me to be a partner of the firm of _____ described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for an in behalf of said firm.

Notary Public (SEAL)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

STATE OF _____)

ss.:

COUNTY OF _____)

On this _____ day of _____ in the year 20_ before me personally came _____ to me known, who being by me duly sworn, did depose and say that _he is the _____ of _____, the corporation described in and which executed the above instrument; that _he knows the seal of said corporation; that the seal affixed to said instrument is such seal; that it was so affixed by order of the Board of Directors of said corporation and that _he signed his name thereto by like order.

Notary Public (SEAL)

ACKNOWLEDGMENT OF PRINCIPAL IF A LIMITED LIABILITY COMPANY

STATE OF _____)

ss.:

COUNTY OF _____)

On this _____ day of _____ in the year 20_ before me personally came _____ to me known, who being by me duly sworn, did depose and say that _he is a member of _____, the limited liability company described in and which executed the above instrument; that _he knows the seal of said limited liability company; that the seal affixed to said instrument is such seal; that it was so affixed by order of the Members of said limited liability company and that _he signed his name thereto by like order.

Notary Public (SEAL)

Form of Payment Bond

KNOW ALL MEN BY THESE PRESENTS, that _____
(hereinafter called the "Principal") and _____ a
corporation organized and existing under the laws of the State of _____ (hereinafter called
the "Surety"), as Surety, are held and firmly bound unto the Governors Island Corporation the
City of New York and The City of New York Department of Small Business Services
(hereinafter collectively called the "Obligee") in the sum of _____
Dollars (\$ _____) for the payment of which sum well and truly to be made, the said
Principal and Surety bind themselves, and their respective heirs, administrators, executors,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal and Obligee, have entered into Construction Contract Number
_____ dated _____ (hereinafter referred to as "Construction Contract").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
above bounden Principal shall promptly pay all persons having just claims for:

- A. Labor, materials, services, insurance, supplies, machinery, equipment, rentals, fuels,
oils, implements, tools and/or appliances and all other items of whatever nature,
furnished for, used or consumed in the prosecution of the Work called for by said
Construction Contract and any and all modifications thereof, whether lienable or non-
lienable and whether or not permanently incorporated in said work; and
- B. Pension, welfare, vacation and/or other supplemental employee benefit contributions
payable under collective bargaining agreements with respect to persons employed
upon said Work; and
- C. All federal, state and local taxes and/or contributions required by law to be withheld
and/or paid with respect to the employment of persons upon said work;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety agrees that no change, extension of time, alteration, addition, omission, or other
modification of the terms of either the said Construction Contract or in the said Work to be
performed thereunder, or in the specifications thereunder, or in the plans thereunder, shall in
anyway affect Surety's obligation on this Bond, and Surety does hereby waive notice of any such
changes, extensions of time, alterations, additions, omissions, and other modifications.

Principal and Surety agree that this Bond inures to the benefit of all persons supplying
labor and material in the prosecution of the Work provided for in said Construction Contract, as
well as to the Obligee, and that such persons may maintain independent actions upon this Bond
in their own names.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____ 20__ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL

(Name) (Seal)

Attest: _____
Secretary

(Business Address)

By: _____
(Signature)

Name:

Title:

SURETY

(Name) (Seal)

Attest: _____
Secretary
(Business Address)

(Business Address)

By: _____
(Signature)

Name:

Title:

ACKNOWLEDGMENT OF SURETY

STATE OF _____)

ss.:

COUNTY OF _____)

On this _____ day of _____ in the year 20__ before me personally came _____ to me known, who being by me duly sworn, did depose and say that he is the _____ of _____, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Notary Public (SEAL)

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____)

ss.:

COUNTY OF _____)

On this _____ day of _____ in the year 20__ before me personally came _____ to me known and to be the person described in and who executed the foregoing instrument and ___ he duly acknowledged that he executed the same.

Notary Public (SEAL)

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF _____)

ss.:

COUNTY OF _____)

On this _____ day of _____ in the year 20__ before me personally came _____ to me known and known to me to be a partner of the firm of _____ described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for an in behalf of said firm.

Notary Public (SEAL)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

STATE OF _____)

ss.:

COUNTY OF _____)

On this _____ day of _____ in the year 20__ before me personally came _____ to me known, who being by me duly sworn, did depose and say that _he is the _____ of _____, the corporation described in and which executed the above instrument; that _he knows the seal of said corporation; that the seal affixed to said instrument is such seal; that it was so affixed by order of the Board of Directors of said corporation and that _he signed his name thereto by like order.

Notary Public (SEAL)

ACKNOWLEDGMENT OF PRINCIPAL IF A LIMITED LIABILITY COMPANY

STATE OF _____)

ss.:

COUNTY OF _____)

On this _____ day of _____ in the year 20__ before me personally came _____ to me known, who being by me duly sworn, did depose and say that _he is a member of _____, the limited liability company described in and which executed the above instrument; that _he knows the seal of said limited liability company; that the seal affixed to said instrument is such seal; that it was so affixed by order of the Members of said limited liability company and that _he signed his name thereto by like order.

Notary Public (SEAL)

EXHIBIT I

PARTIAL RELEASE AND PARTIAL LIEN WAIVER

OWNER: GOVERNORS ISLAND CORPORATION, D/B/A THE TRUST FOR GOVERNORS ISLAND and THE CITY OF NEW YORK

PROJECT: _____

CONTRACTOR: _____

CONTRACTOR, in consideration of the current payment of \$ _____, a portion of the current total contract value of \$ _____, the current payment bringing the total of all payments to date to \$ _____, in addition to which retainage of ____% is withheld as Maintenance and Guarantee per the contract terms, the execution of this Partial Release and Partial Lien Waiver, receipt of which is hereby acknowledged, represents that it has been paid to the date hereof in full for all labor, services, equipment, or material furnished to OWNER on the PROJECT including extra work claims and does hereby forever release OWNER from any and all claims that CONTRACTOR may have against OWNER arising to the date hereof from the PROJECT.

OWNER'S NOTICE: THIS DOCUMENT WAIVES CONTRACTOR'S RIGHTS UNCONDITIONALLY AND STATES THAT CONTRACTOR HAS BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST CONTRACTOR IF CONTRACTOR SIGNS IT, EVEN IF CONTRACTOR HAS NOT BEEN PAID. IF CONTRACTOR HAS NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

CONTRACTOR: Acknowledges that it is not permitted to file any mechanic's lien against land and improvements owned by OWNER and Warrants that it will not file a mechanic's lien or other lien against land and improvements owned by OWNER and has not and will not assign any claims for payment or right to perfect a lien against such land and improvements.

CONTRACTOR: Warrants and represents that (1) All workmen employed by it or its subcontractor upon this PROJECT have been paid applicable prevailing wages and in full to the date hereof; (2) All material men from which the undersigned or its subcontractors have purchased materials used in the PROJECT have been paid in full for materials delivered on or prior to the date hereof; (3) All union fringe benefits, dues or other obligations have been paid in full on or prior to the date hereof; (4) None of such workman and material men has any claim or demand or right of lien against the land and improvements owned by OWNER; and (5) Represents that the signatory hereto is an authorized officer of CONTRACTOR with full power to execute this Final Release and Final Lien Waiver.

In addition to the rights and obligations provided by the Contract for the PROJECT (which is incorporated herein by reference and made a part hereof), to the fullest extent permitted by law, the undersigned further agrees to defend, indemnify and hold OWNER, its successors and assigns, harmless from all claims, actions, and liens filed by the undersigned's subcontractors, suppliers, material men, and laborers, and those interposed by labor organizations for union fringe benefits and/or other union dues or responsibilities, who performed labor or furnished materials in connection with the work performed to the date hereof at the PROJECT.

CONTRACTOR agrees that the OWNER, any lender and any title insurer may rely upon this waiver.

In witness whereof, we have here to set our hand and seal this ___ day of _____ 20__.

CONTRACTOR

BY: _____

Title: _____

STATE OF NEW YORK)

ss:

COUNTY OF _____)

On the _____ day of _____, 20__ before me personally came _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

NOTARY PUBLIC

STATE OF NEW YORK)

ss:

COUNTY OF _____)

On the _____ day of _____, 20__ before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he resides at _____; that he is the _____ of _____ the business described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.

NOTARY PUBLIC

EXHIBIT J

FINAL RELEASE AND FINAL LIEN WAIVER

OWNER: GOVERNORS ISLAND CORPORATION, D/B/A THE TRUST FOR GOVERNORS ISLAND and THE CITY OF NEW YORK

PROJECT: _____

CONTRACTOR: _____

CONTRACTOR in consideration of the current payment of \$ _____, being the final payment for a total contract value of \$ _____, receipt of which is hereby acknowledged, represents that it has been paid in full for all labor, services, equipment, or material furnished to OWNER on the PROJECT including extra work claims and does hereby forever release OWNER from any and all claims that CONTRACTOR may have against OWNER arising from the PROJECT.

OWNER'S NOTICE: THIS DOCUMENT WAIVES CONTRACTOR'S RIGHTS UNCONDITIONALLY AND STATES THAT CONTRACTOR HAS BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST CONTRACTOR IF CONTRACTOR SIGNS IT, EVEN IF CONTRACTOR HAS NOT BEEN PAID. IF CONTRACTOR HAS NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

CONTRACTOR: Acknowledges that it is not permitted to file any mechanic's lien against land and improvements owned by OWNER and Warrants that it will not file a mechanic's lien or other lien against land and improvements owned by OWNER and has not and will not assign any claims for payment or right to perfect a lien against such land and improvements.

CONTRACTOR: Warrants and represents that (1) All workmen employed by it or its subcontractor upon this PROJECT have been paid applicable prevailing wages and in full to the date hereof; 2) All material men from which the undersigned or its subcontractors have purchased materials used in the PROJECT have been paid in full for materials delivered on or prior to the date hereof; (3) All union fringe benefits, dues or other obligations have been paid in full on or prior to the date hereof; (4) None of such workman and material men has any claim or demand or right of lien against the land and improvements owned by OWNER; and (5) Represents that the signatory hereto is an authorized officer of CONTRACTOR with full power to execute this Final Release and Final Lien Waiver.

In addition to the rights and obligations provided by the Contract for the PROJECT (which is incorporated herein by reference and made a part hereof), to the fullest extent permitted by law, the undersigned further agrees to defend, indemnify and hold OWNER, its successors and assigns, harmless from all claims, actions, and liens filed by the undersigned's subcontractors,

suppliers, material men, and laborers, and those interposed by labor organizations for union fringe benefits and/or other union dues or responsibilities, who performed labor or furnished materials in connection with the work performed at the PROJECT.

CONTRACTOR agrees that the OWNER, any lender and any title insurer may rely upon this waiver.

In witness whereof, we have here to set our hand and seal this ____ day of _____ 20__.

CONTRACTOR

BY: _____

Title: _____

STATE OF NEW YORK)

ss:
COUNTY OF _____)

On the _____ day of _____, 20__ before me personally came _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

NOTARY PUBLIC

STATE OF NEW YORK)

ss:
COUNTY OF _____)

On the _____ day of _____, 20__ before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he resides at _____; that he is the _____ of _____ the business described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.

NOTARY PUBLIC

EXHIBIT K

WHISTLEBLOWER PROTECTION EXPANSION ACT

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,

- (a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.
- (b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
- (c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:
 - (i) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and
 - (ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.
- (d) For the purposes of this rider, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit,

failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

- (e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of \$100,000.

2. Paragraph 1 is not applicable to this Contract if it is valued at \$100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

REPORT
CORRUPTION, FRAUD, UNETHICAL CONDUCT
RELATING TO A NYC-FUNDED CONTRACT
OR PROJECT
CALL THE NYC DEPARTMENT OF INVESTIGATION
212-825-5959



DOI CAN ALSO BE REACHED BY MAIL OR IN PERSON AT:

New York City Department of Investigation (DOI)
80 Maiden Lane, 17th floor
New York, New York 10038
Attention: COMPLAINT BUREAU

OR FILE A COMPLAINT ON-LINE AT:

www.nyc.gov/doi

All communications are confidential

**THE LAW PROTECTS EMPLOYEES OF
CITY CONTRACTORS WHO REPORT CORRUPTION**

- Any employee of a City contractor, or subcontractor of the City, or a City contractor with a contract valued at more than \$100,000 is protected under the law from retaliation by his or her employer if the employee reports wrongdoing related to the contract to the DOI.
- To be protected by this law, an employee must report to DOI – or to certain other specified government officials – information about fraud, false claims, corruption, criminality, conflict of interest, gross mismanagement, or abuse of authority relating to a City contract valued at more than \$100,000.
- Any employee who makes such a report and who believes he or she has been dismissed, demoted, suspended, or otherwise subject to an adverse personnel action because of that report is entitled to bring a lawsuit against the contractor and recover damages



← **Scan the QR Code at Left to File a Complaint**

EXHIBIT L

PAID SICK LEAVE LAW

Introduction and General Provisions

The Earned Sick Time Act, also known as the Paid Sick Leave Law (“PSLL”), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.¹ Contractors of the City of New York or of other governmental entities may be required to provide sick time pursuant to the PSLL.

¹ Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code §20-912(g), such employer has the option of providing such employees uncompensated sick time.

The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City’s Department of Consumer Affairs (“DCA”); DCA’s rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York (“Rules”).

Contractor agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this agreement. Contractor further acknowledges that such compliance is a material term of this agreement and that failure to comply with the PSLL in performance of this agreement may result in its termination.

Contractor must notify the Agency Chief Contracting Officer of the City agency or other entity with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this agreement. Additionally, Contractor must cooperate with DCA’s education efforts and must comply with DCA’s subpoenas and other document demands as set forth in the PSLL and Rules.

The PSLL is summarized below for the convenience of Contractor. Contractor is advised to review the PSLL and Rules in their entirety. On the website www.nyc.gov/PaidSickLeave there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which Contractor can get more information about how to comply with the PSLL. Contractor acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

Pursuant to the PSLL and the Rules:

Applicability, Accrual, and Use

An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its “calendar year” pursuant to the PSLL (“Year”) must be provided sick time. Employers must provide a minimum of one hour of

sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than forty hours of sick time to an employee in any Year.

An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per day. In addition, an employee may carry over up to forty hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first day of such Year.

An employee entitled to sick time pursuant to the PSLL may use sick time for any of the following:

- such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- closure of such employee's place of business by order of a public official due to a public health emergency; or
- such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSLL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSLL must be treated by the employer as confidential.

If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

Exemptions and Exceptions

Notwithstanding the above, the PSLL does not apply to any of the following:

- an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;
- an employee covered by a valid collective bargaining agreement in effect on April 1, 2014 until the termination of such agreement;
- an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;
- an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;
- an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;
- an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;
- an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or
- a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

Retaliation Prohibited

An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSL.

Notice of Rights

An employer must provide its employees with written notice of their rights pursuant to the PSL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

Records

An employer must retain records documenting its compliance with the PSL for a period of at least three years, and must allow DCA to access such records in furtherance of an investigation related to an alleged violation of the PSL.

Enforcement and Penalties

Upon receiving a complaint alleging a violation of the PSL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 days of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSL has occurred, it has the right to issue a notice of violation to the employer.

DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSL civil penalties not to exceed \$500 for a first violation, \$750 for a second violation within two years of the first violation, and \$1,000 for each succeeding violation within two years of the previous violation.

More Generous Policies and Other Legal Requirements

Nothing in the PSL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

SAMPLE

EXHIBIT M

GENERAL CONDITIONS

SAMPLE

EXHIBIT N

SUPPLEMENTAL CONDITIONS

SAMPLE

EXHIBIT O

M/WBE

1. **Background.** Section 6-129 of the Administrative Code of the City of New York (hereinafter the "Code") establishes a program for participation in City procurement by Minority-owned Business Enterprises ("MBEs") and Women-owned Business Enterprises ("WBEs," and collectively, "M/WBEs"), certified in accordance with Section 1304 of the City Charter by the New York City Department of Small Business Services ("DSBS"). The Trust has adopted the M/WBE Program to further participation by MBEs and WBEs in the Contractor's construction projects approved by the Trust for the Premises (the "Projects"). Participants in the M/WBE Program shall comply with all requirements of the M/WBE Program set forth herein.

2. **Minority and Women-Owned Business Enterprises.** M/WBE firms must be certified by DSBS to credit such firms' participation toward attainment of the Participation Goal. Such certification must occur prior to the firms' commencement of work. A list of M/WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William Street, New York, New York, 10038, 7th Floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing M/WBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. No credit shall be given for participation by a graduate M/WBE, as defined in Section 6-129(c)(20) of the Code.

3. **M/WBE Participation Goal.** The Contractor has committed to making best commercial efforts to achieve contracting for 30% percentage of the value of the Project with certified M/WBE firms (the "M/WBE Participation Goal"). The M/WBE Participation Goal may be calculated as the sum of the following (a) and (b):

a. **Direct Subcontractors:** The total dollar amount that Contractor has paid or is obligated to pay to subcontractors certified with DSBS as MBEs or WBEs shall be credited toward fulfillment of the M/WBE Participation Goal, provided that the value of such a direct subcontractor's participation shall be determined by subtracting from this total dollar value any amounts that the direct subcontractor has paid or is obligated to pay to indirect subcontractors or suppliers upon completion of such indirect subcontractors or suppliers work or services.

b. **Indirect Subcontractors:** The total dollar amount that a subcontractor has paid or is obligated to pay to its subcontractors certified with DSBS as MBEs or WBEs shall be credited toward fulfillment of the M/WBE Participation Goal.

4. **Qualified Consultant.** For all construction projects that are valued at \$2,500,000 or Contractor shall engage a qualified consultant to prepare an M/WBE Participation Plan, similar in form and substance to the example Participation Plan included within this Exhibit O to aid Contractor in achieving the goals set forth in this Exhibit. The initial qualified consultant and any

replacement thereof shall be subject to the Trust's prior approval, not to be unreasonably withheld, conditioned or delayed.

5. M/WBE Compliance Reports.

a. The Contractor, or a designee on behalf of the Contractor, shall provide the Trust with written statements in the form attached within this Exhibit O, or such other form as shall be provided by the Trust ("M/WBE Compliance Reports"), certified under penalty of perjury, reporting the status of the Contractor's compliance with its M/WBE Participation Plan and M/WBE Participation Goal for the period covered by the report. The Contractor shall submit an M/WBE Compliance Report to the Trust no less than quarterly.

b. In addition to the foregoing, the Contractor shall submit a final, cumulative M/WBE Compliance Report to the Trust within thirty (30) days of the Substantial Completion of construction as defined in the Contract. The Contractor shall set forth in such final report the information required in prior M/WBE Compliance Reports, including information for all M/WBE contractors, subcontractors and suppliers who were paid in connection with the Substantial Completion of the Project.

c. The Contractor's record in implementing its M/WBE Participation Plan shall be a factor in the evaluation of its performance. If Contractor's compliance with its M/WBE Participation Plan and/or the M/WBE Program Requirements is found to be unsatisfactory, including but not limited to, Contractor's failure to use best commercial efforts to fulfill its M/WBE Participation Goal, the Trust may, after consultation with the Director of the Mayor's Office for Contracts, file an advice of caution form in Responsibility Determination, or such other system, as caution data.

5. Compliance Audits. The M/WBE Compliance Report may be audited by the Trust to determine the Contractor's compliance with the requirements of the Contractor's M/WBE Participation Proposal and M/WBE Participation Plan. In determining whether the Contractor has made good faith efforts to meet the M/WBE Participation Goal, the Trust will consider, along with any other relevant factors, evidence submitted by the Contractor showing that the Contractor or Contractor's subcontractors, as appropriate, have, without limitation, conducted the following:

a. Direct Outreach. The Contractor, or Contractor's subcontractors, as appropriate, provided timely notice to M/WBEs of specific opportunities to participate in the Project and made demonstrable efforts at solicitation, including written proof of such outreach;

b. Trust Assistance. The Contractor submitted timely and reasonable requests for assistance to the Trust officer and provided the Trust with a description of how the Trust's recommendations were acted upon and an explanation of how action upon such recommendations did not lead to the desired level of participation of M/WBEs;

c. Advertised Opportunities. The Contractor, or Contractor's subcontractors, as appropriate, advertised opportunities to participate in the Project in general circulation media,

trade and professional association publications, small business media and publications of M/WBE organizations;

d. Follow Up with M/WBEs. The Contractor, or Contractor's subcontractors, as appropriate, sent timely written notices to advise M/WBEs that their interest in the Project was solicited;

e. Substitution of Work. The Contractor, or Contractor's subcontractors, as appropriate, made efforts to identify portions of the Project that could be substituted for portions originally designated for the participation by M/WBEs in the M/WBE Participation Plan and for which the Contractor claims an inability to retain M/WBEs;

f. M/WBE Suppliers. The Contractor, or Contractor's subcontractors, as appropriate, made efforts to identify materials or supplies that could be purchased from suppliers certified with DSBS as MBEs or WBEs;

g. Meeting with M/WBEs. The Contractor, or Contractor's subcontractors, as appropriate, held meetings with M/WBEs prior to the date their proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their proposals were solicited; and

h. Negotiated with M/WBEs. The Contractor, or Contractor's subcontractors, as appropriate, made good faith efforts to negotiate with M/WBEs to perform specific subcontracts or act as suppliers or service providers.

EXHIBIT O

M/WBE Participation Plan

The purpose of this form is to ensure that appropriate planning and consideration go into the Contractor utilization process, and to serve as documentation of your commitment to attain at least the minimum level of M/WBE participation as represented by the goal(s) you committed to in the M/WBE Participation Goals. Please complete the form and return a copy of the form Nicole De Feo, ndefeo@govisland.org.

I affirm that the foregoing statements are true and accurate:

1. I will make and thoroughly document every good faith effort to meet the Participation Goal(s).
2. This MWBE Participation Plan lists all consultants and contractors that are expected to work on this project as of the date above, whether M/WBE or not.
3. I will immediately provide an updated M/WBE Participation Plan to the Trust when consultant and/or contractors are added to or removed from this project, or if the contract values change materially.

Signature of Authorized Representative

Name & Title

Date

Project Information		Project Calculation	
Building/Site		Total Hard and Soft Cost Projection	\$0
Contractor		Costs Allocated to Date	\$0
Project Manager		Total Amount to Count toward MWBE Goal	\$0
Email		Projected MWBE Goal Attainment (Allocated Costs)	0%
Phone		Projected MWBE Goal Attainment (Total Hard and Soft Costs)	0%

Company	MWBE	Award Amount	Services to be Provided	Hiring Company	Is Hiring Company MWBE	Amount to Count

EXHIBIT P

SCOPE OF WORK

SAMPLE

Exhibit H

Contract Comments

Full Name of Proposer: _____

Address: _____

City _____ State _____ Zip Code _____

Telephone Number: _____

Email Address: _____

Proposing firms must list below any term, identified by section and paragraph, which would require further negotiation prior to endorsement.

	Contract Terms (Section and Paragraph)	Comments* (if any)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

* Please note: broad negotiation language will not be acceptable.

The undersigned Proposer affirms and declares that said Proposer shall accept, without any further negotiation or amendments, the Trust's Contract, and shall negotiate only the Contract terms listed above.

By: _____

Signature:** _____

Title: _____

** Must be signed by a senior officer or duly authorized representative who is authorized to bind the proposing entity. Such signatory must also have direct responsibility for the proposed engagement.

Exhibit I

General Conditions

GENERAL CONDITIONS

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GC 1. DESCRIPTION OF PROJECT

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

1.2. The Work under the contract consists of _____ (“Contractor”) to provide _____ services (the “Work”) for Governor’s Island. Governors Island is a 172-acre island in the heart of New York Harbor. The Trust for Governors Island (TGI) is a 501(c)3 and an instrumentality of the City of New York (the “City”). TGI is charged with the operations, planning and redevelopment of 150 acres of the Island.

1.3. The Island has about 1,466,775 square feet of which 1.2 million is unoccupied and 366,775 is occupied.

1.4. There is one Contract pertaining to the construction of this Project:

A. CONTRACT NO. _____ - General Construction

1. Work to be done by the Contractor comprises the furnishing of all labor, materials, equipment, and other appurtenances and obtaining of regulatory agency approvals necessary and required to complete the construction Work in accordance with the Contract.
2. Omission of Details. All work called for in the Specifications, but not shown on the Contract Drawings in their present form, or vice versa, is required, and shall be performed by the Contractor as though it were originally delineated or described.
3. Work not particularly specified in the Specifications, nor detailed on the Contract Drawings, but involved in carrying out their intent or in the complete and proper execution of the Work, is required, and shall be performed by the Contractor.
4. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best practice is to prevail and that only the best material and workmanship is to be used; and interpretation of the Specifications shall be made upon that basis.
5. Should Any Conflict occur in or between the Drawings and Specifications, the Contractor shall be deemed to have estimated on the most expensive way of doing the Work, unless it shall have asked for and obtained a decision in writing from the Construction Manager before the submission of its proposal as to what shall govern.

6. Cooperation from Contractors. Because the completion of the Work within the prescribed limit of time is dependent very largely upon the close and active cooperation of all those engaged therein, it is therefore expressly understood and agreed that the Contractor shall perform its work at such time or times and in such manner as not to delay the completion of the Work. In the event of any dispute arising as to possible or alleged interference which may retard the progress of the Work, the same shall be adjusted by the Trust, whose decision as to the party or parties at fault and as to the manner in which the matter may be adjusted, shall be binding and conclusive on all parties.
7. “Directed”, “Required”, Etc. Wherever reference is made in the Contract to the Work or its performance, the terms “directed”, “required”, “permitted”, “ordered”, “designated”, “prescribed”, “determined”, and words of similar import shall imply the direction, requirements, permission, order, designation, or prescription of the Construction Manager.
8. “Approved”, Etc. “Approved”, “acceptable”, “satisfactory”, and words of similar import shall mean and intend approved, acceptable, or satisfactory to the Construction Manager.

GC 2. APPLICATION OF GENERAL CONDITIONS

2.1. The provisions of the General Conditions as hereinafter stipulated shall form a part of the Contract and/or separate trade specification, except insofar as any such provision or provisions may be manifestly not applicable to any such trade specification.

2.2. It shall be the duty of the Contractor to fully familiarize themselves with all the provisions of the Contract Documents.

GC 3. CORRELATION AND INTENT OF DOCUMENTS

3.1. The Contract Documents are complementary, and to the extent that there is a conflict, the terms and conditions in the Contract shall prevail.

3.2. The intent of the Contract Documents is to include everything necessary for the proper execution of the complete finished Work.

GC 4. PROJECT SPECIFIC GENERAL CONDITIONS

4.1. One week after contract award this Contractor shall coordinate with other trades and provide a schedule of installation to TGI detailing the following:

- A. Submittal schedule
- B. Draft Schedule of Values
- C. Baseline project schedule
- D. List of Contractors
- E. Waste Management Plan

4.2. Work hours shall be from 7:00am to 6:00pm Monday-Friday (Includes on site meetings, deliveries, and general business.) Work hours are subject to ferry schedule.

4.3. Approved work hours must be strictly adhered to. There is no guarantee that a request for afterhours work beyond the approved work hours during the weekdays or on weekends will be granted.

4.4. Extended workdays, hours, shifts, weekend work, etc. may be allowed upon coordination and approval by TGI at no additional cost to the Owner.

4.5. Should the schedule begin to slip, for any reason, each contractor will be required to work additional shifts or weekends, including Sundays to recover lost time.

GC 5. CONDITIONS SPECIFIC TO GOVERNORS ISLAND

5.1. Contractor acknowledges that the Site is owned and operated by TGI. Building materials and equipment purchased and incorporated in the improvements constructed on the Site pursuant to this Agreement will become the sole property of the Trust immediately upon such purchase and installation. Contractor further acknowledges that by reason of the foregoing, all purchases of building materials and equipment to be incorporated in such capital improvements are exempt from all sales and compensating use taxes. Except for sales, use or similar taxes imposed by a governmental authority for items which are taxable such as equipment suppliers, certain floor covering, watchmen and purchase of consumables not incorporated into the Work and for which the Contractor is liable, Contractor shall not include, either directly or indirectly, any such sales and compensating use taxes in the Contract Price or the amount of any Change Order, and Contractor shall cause each subcontractor not to include, either directly or indirectly, any such sales and compensating use taxes in its bid, contract price, or reimbursable costs. Contractor shall be responsible for providing to all subcontractors, suppliers, and materialmen a copy of the Sales Tax Exemption Letter together with form ST-119 and 120.

5.2. **Additional Requirements for Contractor.** Agreement of Contractor as to Improvements.

- A. Contractor hereby agrees that immediately upon the incorporation by Contractor of any building materials into the Project such materials shall become the sole property of the Trust provided, however, that Governors Island shall not be liable in any manner for payment or otherwise to Contractor in connection with the purchase of any such materials and Governors Island shall not have any obligation to pay any compensation to Contractor by reason of such materials becoming the sole property of Governors Island.
- B. Contractor hereby agrees that notwithstanding that Contractor performed work at the Premises or any part thereof, Governors Island shall not be liable in any manner for payment or otherwise to Contractor in connection with the work performed at the Project Site (as defined within the Contract).
- C. All covenants, representations, guarantees and warranties of Contractor hereunder shall be deemed to be made for the benefit of Governors Island and shall be enforceable against Contractor by said Governors Island.

5.3. This project is tax exempt. Contractors must include all appropriate tax exempt forms when submitting their proposals for performing any work/service on Governors Island.

- A. All **billing/invoices** should be sent directly to:
The Trust for Governors Island
Governors Island
10 South Street – BMB Slip 7
New York, NY 10004

5.4. The Island is a secure and privately owned island. Trespassing and otherwise compromising Island security is strictly prohibited. The Island consists of 172 acres: 150 acres are owned and controlled by the Trust for Governors Island and 22 acres are owned and controlled by the National Parks Service and is operated as a national monument.

5.5. Visitors to the Island must notify the Trust, via e-mail, no less than 24 hours prior to arriving at the Battery Maritime Building (“BMB”) ferry terminal in Manhattan. Notification must include name of individual(s), name of company, purpose of visit, time of arrival at the BMB and vehicle information (make, model, year, color and license plate number). This information will be provided to security for cross-checking at the BMB. Failure to provide this information in not less than 24 hours prior to the visit may result in denial of access to the Island. Visitors are strongly encouraged to NOT bring vehicles onto the Island. Upon request, all contractor / subcontractor employees must present identification. No personal vehicles are allowed without specific permission. No vehicles or deliveries are allowed after 10am during Public Access.

5.6. The character of Governors Island is to be a pedestrian friendly place and to have as few vehicles as possible. Driving of personal vehicles is not allowed on Governors Island. All authorized vehicles must yield to pedestrians. The enforced safe driving speed limit on Governors Island is 15mph (3mph when boarding the ferry). Traffic rules must be followed. No personal vehicles are allowed on the island without prior permission from the Trust.

5.7. NOT USED

5.8. Uniform: Contractor and sub-contractor personnel must wear clothing and other gear that clearly identifies which company they work for and always carry personal ID. The company logo and name must be always visible, regardless of the weather.

5.9. Deliveries of materials or equipment to the Island must notify the Trust, via e-mail, no fewer than 24 hours prior to arriving at the BMB ferry terminal in Manhattan. Notification must include name of individual(s), name of company, purpose of visit, time of arrival at the BMB and vehicle information (make, model, year, color, and license plate number). This information will be provided to security for cross-checking at the BMB (Ferry entry on Manhattan). Failure to provide this information in not less than 24 hours prior to the visit may result in denial of access to the Island. Deliveries of materials or equipment will not be accepted onto the ferry prior to 7:00 am. The contractor shall be responsible for all material deliveries to the Island. The Trust is not responsible for any misplaced, lost or stolen property.

5.10. According to the New York State Department of Health, there are known to be insects and mosquitoes in the New York City area that might carry and/or transmit diseases, including specifically the West Nile virus. It is the responsibility of the contractor and/or consultant to take the necessary precautions to protect its employees against mosquitoes and

other insects that may carry and/ or transmit diseases, including specifically the West Nile Virus. Proper protective clothing and repellants must be provided by the Contractor and/or consultant.

5.11. No access will be allowed to the interior of any unoccupied building on Governors Island unless authorized. If access to buildings is required, the Trust will make the necessary arrangements. Once access is authorized, the contractor must lock doors at the end of the workday, leave the lights off (or as they found them), and leave all other items as they found them

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

5.13. Temporary protection must be installed around the perimeter of all work areas. The protection must consist of fencing and/or barriers to ensure that no construction areas can be accessed by the public. The barrier should prevent any inadvertent or careless access.

5.14. The contractor is not expected to provide their own portable restroom facilities, except where doing so would meet Union or collective bargaining rule. Servicing of such facilities is the responsibility of the contractor.

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

5.16. Insurance and Accident Reports: Reports for all on site accidents must be submitted to the Trust within twenty-four (24) hours after occurrence. Immediate notification is required for any serious or lost-time accident.

5.17. Not used

5.18. Warning signs and traffic safety devices shall be provided, installed, maintained, and removed by the permittee in accordance with the federal manual. The manual may be obtained at <http://mutcd.fhwa.dot.gov>.

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

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

5.21. All site fencing and barricades shall be self-supporting. No tube bases that project into adjacent walkways will be allowed. No supports that need to project through the existing built environment are acceptable. There is unexploded ordinance and archaeological issues that may exist in the soil on site, and therefore there is no digging or piercing the soil unless explicit permission is given. Historical/Archaeological assessment must be performed prior to excavating on the North Island. Excavation Permit must be filled out and signed by the Trust prior to excavating.

5.22. The Contractor is required to elevate off the ground all power cords in order to minimize tripping hazards on walking/working surfaces. Cords must be hung with non-conductive straps or clips. All cords used should be GFI protected.

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

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

5.25. This Contractor shall verify the presence of all existing underground utilities that may be affected by their work. This includes all excavations within the property line and job site footprint. The Contractor shall transfer this information onto a drawing immediately after the survey to retain this information. A preplanning meeting must be held with the Trust and the proper planning documents submitted before any work proceeds.

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

5.27. All tradespersons shall have documentation of OSHA Outreach Construction Safety Training 10 hour course completed within three years prior to assignment on the project. OSHA Outreach Construction Safety Training 30-hour course may be used to meet this requirement.

5.29 Arborist services and tree protection shall be provided as detailed in the scope of work.

5.30 Excavation/digging operations located on any part of the island must be scanned by Ground Penetrating Radar (GPR) for unexploded ordnance (UXO) and utility detection. A utility map will be provided by the Trust; however, locations are to be field verified by contractor. In the event of a discovered UXO, all work is to stop, and the Trust is to be contacted immediately.

GC 6. ORAL MODIFICATIONS

6.1. No oral statement of any person shall be allowed in any manner or degree to modify or otherwise affect the terms of the Contract.

GC 7. KNOWLEDGE OF CONDITIONS

7.1. Applications for Extension of Time for Performance, as indicated in the Agreement shall be made pursuant to the rules and procedures prescribed by the Trust.

7.2. **Excise and Transportation Taxes** - NO TEXT

7.3. **Correspondence** - (See **Division 01** and other specific Contract Documents)

7.4. **Mobilization Payment** - A line item for mobilization shall be allowed on the Contractor’s Detailed Estimate Breakdown submitted in accordance with the terms the Contract. The Mobilization Payment is intended to include the cost of required bonds, insurance coverage and/or any other expenses required for the initiation of the Contract Work. All costs for mobilization shall be deemed included in the total Contract Price. The Detailed Estimate shall

reflect, and the Mobilization Payment shall not exceed four (4%) of the total Contract value.

- A. The Contractor may requisition for one-half (1/2) of the Mobilization Payment upon satisfactory completion of the following:
 - 1. Submission of all required insurance certificates and bonds.
 - 2. Approval by the Trust of the coordinated progress schedule for the project and the Contractor's Shop Drawing schedule.
 - 3. The remaining balance of the Mobilization Payment may be requisitioned only after 10 percent (10%) of the Contract price, exclusive of the total amount of Mobilization Payments made or to be made hereunder, shall have been approved for payment.

GC 8. CONTRACT DRAWINGS

8.1. The Contract Drawings referred to in the Contract and in the applicable Specifications for the various Contracts bear the general title 20 Nolan Park.

GC 9. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

9.1. All Drawings and Specifications are and shall remain the property of the Trust. These are furnished to the Contractor as instruments of service. They are not to be used on any other work.

GC 10. COORDINATION WITH OTHER CONTRACTORS

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

- A. The Contractor's attention is specifically directed to the fact that because of the work on other contracts within and adjacent to the limits of this Contract, it may not have exclusive occupancy of the territory within or adjacent to the limits of this Contract.
- B. The Contractor will be required to cooperate with other contractors, including any subcontractors, and the owners of the various utilities and to coordinate and arrange the sequence of its work in such a manner that all work, proposed or in progress within or adjacent to the limits of the Contract, can be progressed with as little interference as possible.
- C. In case of interference between the operations of a Contractor and/or utility owners and/or other contractors/subcontractors, the Trust be the sole judge of the rights of each party and of the sequence for work necessary to expedite the completion of all the Work progressed or about to be progressed within or adjacent to the Contract limits.
- D. The direction of the Trust on the order and sequence of the Work shall not constitute a basis for extra compensation or an extension of time.

GC 11. MEETINGS

11.1. General:

- A. Meetings shall be held as scheduled by the Trust in their office, at which time the Contractor shall have its representatives present to discuss all details relative to the execution of the Work.
- B. The Trust shall preside over these meetings and may choose to record the minutes thereof. Prior to each meeting, the Trust will consult with the Contractor and will prepare an agenda of items to be discussed. In general, after informal discussion of any item on the agenda, the Trust will summarize the discussion in a brief written statement.

11.2. Pre-Construction Meetings:

- A. After the Contract has been awarded, but prior to the start of actual construction, a Pre-Construction Meeting will be scheduled by the Trust.
- B. The first meeting may be attended by representatives of the Trust, A/E, Contractor, and subcontractors as requested. The purpose of this Meeting will be generally administrative and will include, but not necessarily be limited to, discussion of Construction Management and the Construction Management requirements, use of subcontractors, submissions required from the Contractor prior to start of work, major equipment deliveries and priorities, construction procedures, payment criteria, time for completion, and any specific or unique criteria to be followed. Subsequent meetings shall be attended by parties as deemed necessary by the Trust.

11.3. Progress Meetings:

- A. Regular Progress Meetings will be held at least twice a month at the Trust offices during the performance of the Work of this Contract, when possible and useful. Additional Meetings may be called as progress of the Work dictates. A responsible representative from each subcontractor is required to attend progress meetings as required by the Trust.
- B. Responsible representation by subcontractors, suppliers and major equipment manufacturers will be the Contractor's responsibility at Progress Meetings, on demand from the Trust.
- C. Suggested Minimum Agenda
 - 1. Review minutes of previous meetings.
 - 2. Review progress of work since last meeting.
 - 3. Note and identify problems, which impede planned progress.
 - 4. Develop corrective measures and procedures to regain planned Schedule.
 - 5. Revise Construction Schedule as indicated and plan progress during next work period.
 - 6. Plan to maintain quality and work standards.

7. Complete other current business.

GC 12. SUPERINTENDENT AND WORKERS

12.1. **Contractor's Workers:** All workers employed by the Contractor or lower tier contractors shall have completed an OSHA 10 Hour Training course. Workers shall be required to show proof of completion of this course.

12.2. **Contractor's Superintendent:**

- A. The Contractor shall devote its time and personal attention to the Work, and shall employ and retain at the Work from the commencement until the entire completion of the Work, a Contractor's Superintendent competent and capable of maintaining proper supervision and care of the Work and acceptable to the Trust. Said superintendent, irrespective of any superintendent or foreperson employed by any subcontractor, shall see that the instructions of the Trust are carried out at all times.
- B. The Contractor's Superintendent on the job shall not be changed or removed without the written consent of the Trust.
- C. If the Trust chooses to require, the Contractor's Superintendent shall be a New York City Registered Superintendent. The Superintendent shall be required to show Construction Superintendent Registration.

GC 13. LAWS AND ORDINANCES

13.1. All Contractors must correct safety violations as discovered by Trust personnel in a timely manner as required. The Contractor accepts the Contract Documents, submitted by the Trust, on the basis that such Contract Documents do not constitute a release of responsibility on the part of the Contractor to know and supervise the actual construction in all its parts, so that such construction complies with all legal regulations. The Contractor shall be held to be both responsible and accountable for any damage, which the Trust may suffer as a result of non-compliance with any or all legal regulations.

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

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

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

GC 14. PERMITS

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

GC 15. ACCIDENTS

15.1. Any accidents or incidents in which person(s) are injured must be reported to the Trust. If death, serious injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Authorized Representative of the Trust.

15.2. The Contractor must, within 24 hours, report in writing to the Trust all accidents whatsoever arising out of, or in connection with, the performance of the Work, which cause death, personal injury or property damage, giving full details and statements of witnesses.

15.3. If any claim is made by anyone against the Contractor or subcontractor on account of any accidents, the Contractor shall promptly report the facts in writing to the Trust, giving full details of the claim.

GC 16. CONTRACTOR SUBMISSIONS

16.1. In accordance with the requirements of the Contract Documents, the Contractor shall furnish all required submittals, which shall include, but not be limited to, the following tabulation of Contractor submissions.

16.2. Materials and Equipment:

A. Approval of Materials

1. Local Laws – When applicable, all materials, appliances and types or methods of construction shall be in accordance with the Specifications and shall in no event be less than that necessary to conform to the requirements of the administrative code and charter of the Trust.
2. Approval of Manufacture – When applicable, the names of proposed manufacturer's, material men, and dealers who are to furnish materials, fixtures, equipment, appliances or other fittings shall be submitted to the Construction Manager for approval, as early as possible, to afford proper investigation and checking.
3. Repute of Manufacturer - No manufacturer will be approved for any materials to be furnished under the Contract unless it shall be of good reputation, shall have a plant of ample capacity and shall have successfully produced similar products. Special attention shall be given to necessary B.S.A. and M.E.A. requirements.
4. All Transactions with the Manufacturers or lower-tier contractors shall be through the Contractor, unless the Contractor shall request, in writing to the Construction Manager, that the manufacturer or

subcontractor deal directly with the Construction Manager. Any such transactions shall not in any way release the Contractor from its full responsibility under the contract.

5. Information to Suppliers - In asking for prices on materials under any item of the Contract, the Contractor shall provide the manufacturer or dealer with such complete information from the Specifications and Drawings as may in any case be necessary, and in every case it shall inform the manufacturer or dealer of all the general conditions and requirements herein contained.
6. Standard References - Whenever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization, or body, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the date of advertisement for proposals, even though reference has been made to an earlier standard.
7. Reference to a technical society, organization or body may be made in the Specifications by abbreviations in accordance with the following list:
 - A.I.A. American Institute of Architects
 - A.C.I. American Concrete Institute
 - A.G.A. American Gas Association
 - A.G.M.A. American Gear Manufacturers Association
 - A.I.E.E. American Institute of Electrical Engineers
 - A.I.S.C. American Institute of Steel Construction
 - A.S.A. American Standards Association
 - A.S.T.M. American Society for Testing Materials
 - A.W.S.C. American Welding Society Code
 - A.W.W.A. American Water Works Association
 - B.S. & A. New York City Board of Standards and Appeals
 - C.I.P.R.A. Cast Iron Pipe Research Association
 - B. G. & E. Bureau of Gas & Electricity of the City of New York
 - FED. SPEC. Federal Specification
 - I.P.C.E.A. Insulated Power Cable Engineers Association
 - NAVY SPEC. Navy Department Specification
 - N.E.C. National Electric Code
 - N.E.M.A. National Electrical Manufacturers Association
 - N.Y.B.C. New York City Building Code
 - N.Y.C.E.C. New York City Electrical Code
 - N.Y. SPEC. New York City Department of Purchase Specification
 - P.P.S. Power Piping Society
 - S.A.E. Society of Automotive Engineers Standards
 - S.H.B.I. Steel Heating Boiler Institute

8. When no reference is made to a code, standard or specification, the standard specifications of the A.S.T.M. or the A.I.E.E., as the case may be, shall govern.
9. Timely Submissions Log/Schedule. Samples shall be submitted in accordance with approved submittal schedule log so as to permit proper consideration without delaying any operation under the Project. All materials shall be furnished equal in every respect to the approved samples. Any materials ordered or installed without submittal approval are done at the Contractor's risk.

16.3. Suppliers and Manufacturers:

- A. Within ten (10) days after the Notice to Proceed, the Contractor shall submit, to the Trust, a list of materials and equipment suppliers and manufacturers for approval in accordance with the requirements of the "General Conditions", Article GC 16, "CONTRACTOR SUBMISSIONS" and Article GC 26, "PROGRESS SCHEDULE".
- B. Material and Equipment Orders Schedule:
 1. Within ten (10) days after the Notice to Proceed, the Contractor shall prepare and submit its tabulation and schedule of principal items of equipment and materials to be purchased to the Trust for review and approval. The schedule shall be revised until approved by the Trust.
 2. The schedule shall be updated biweekly, if there are material difference week to week, and one copy submitted to the Trust.
 3. Five (5) updated copies of the schedule shall be submitted to the Trust with the application for partial Payment.
 4. Schedule shall be submitted when all the data is incorporated into the construction schedule for the Project.

16.4. Substitutions:

- A. In general, when they exist, the Contract Drawings and Specifications show and describe arrangements suitable for the specific items of equipment either named or described. In the event that the Contractor submits for approval an item differing from the Contract Documents, and receives such approval, the Contractor making the substitution shall be responsible for any and all additional costs incurred by virtue of the substitution of equipment for the equipment named or described in the Contract Documents.
- B. Requests for substitutions will be received and considered from the Contractor only and not from manufacturers, suppliers, subcontractors, or other parties.

16.5. Shop Drawings (for formal projects):

- A. Within ten (10) days after the Notice to Proceed on a formal project, the Contractor shall prepare and submit three (3) copies of its schedule of shop drawings submissions to the Trust for review and approval. Additionally, the Contractor shall submit a project phasing plan, which graphically indicates the sequence of construction and provisions necessary to maintain the day-to-day operations of the facility.
- B. Shop drawings shall be submitted, without fail, in time to permit correction, resubmission and final approval, as hereinafter specified, without causing any delay in the construction of any work. The Contractor may begin the preparation of shop drawings as soon as possible after the signing of the Contract. formal submission of shop drawings will begin after execution of the Contract by the Trust.
- C. Size of Drawings. The shop drawings, unless otherwise directed, shall preferably be on sheets of the same size as the Contract Drawings, with a 1/2-inch marginal space on each side and a 2-inch marginal space for binding on the left side.
- D. Scope of Drawings. Shop drawings shall be numbered consecutively and shall accurately and distinctly represent the following:
 - 1. All working and erection dimensions.
 - 2. Arrangements and sectional views.
 - 3. Necessary details, including performance characteristics, and complete information for making necessary connections with other work.
 - 4. Kinds of materials, including thickness and finishes.
 - 5. all other information required by the Trust.
- E. Titles and Reference. Shop drawings shall be dated and contain:
 - 1. Name of the Project and Contract Number.
 - 2. The descriptive names of equipment or materials covered by the Drawing, and the classified item number or numbers, if any, under which it is or they are required.
 - 3. The locations or points at which materials or equipment are to be installed in the Work.
 - 4. Cross-References to the Section Number, detail number and paragraph number of the Contract Specifications.
 - 5. Cross-References to the sheet number, detail number, etc., of the Contract Drawings
 - 6. Note: In addition to the above requirements, the shop drawings shall bear a stamp having the following wording:

Field Measurements “The Contractor certifies that it has verified and supplemented the Contract Drawings by taking all required

field measurements, that said measurements correctly reflect all field conditions and that this Shop Drawing incorporates said measurements.”

- F. Responsibility of Contractor. The approval of shop drawings will be general and shall not relieve the Contractor of responsibility for the accuracy of such shop drawings, nor for the proper fitting and construction of the Work, nor of the furnishing of materials or work required by the Contract and not indicated on the shop drawings. Approval of shop drawings shall not be construed as approving departures from the Contract Drawings, Supplementary Drawings or Specifications.
- G. Procedure for Preparing, Forwarding, Checking, and Return of all shop drawings shall be, generally, as follows:
- H. The Contractor shall make available, to its subcontractors, the necessary Contract Documents and have them determine dimensions and conditions in the field, particularly with reference to coordination with other trades or work under other Contractors. Contractor shall direct its subcontractor to prepare shop drawings for submission to the Architect/Engineer in accordance with the requirements of these “General Conditions”. Contractor shall also direct its subcontractors to “Ring Up” corrections made on all re-submissions for approval, so as to be readily seen, and that the symbol “sub” be used to identify the source of the correction or information that has been added.
- I. The Contractor shall:
 - 1. Review and be responsible, to the Trust or the Trust’s authorized representative, for information shown on subcontractor’s shop and Installation Drawings and manufacturer’s data, and for conformity to Contract Documents.
 - 2. “Ring Up” corrections made on all submissions for approval, so as to be readily seen, and that the symbol “EL” be used to indicate that the correction and/or information added was made by the Contractor.
 - 3. Clearly designate which trade is to perform the work when the use of “work by others” or other similar phrases are indicated on the drawings before submission to the Architect/Engineer.
 - 4. Stamp submissions Recommended for Approval, date and forward to the Trust or its authorized representative.

16.6. Shop Drawing Requirements:

- A. Where the nature of the Work of the Contract makes it necessary, or where so required by the Trust, the Contractor shall submit scale and full-size shop drawings of their work for the approval of the A/E. The shop drawings shall be complete in every detail, including connections with other work, all cutting, fitting, and drilling required and all other necessary

information in accordance with usual trade practice, as particularly required for any special purposes.

- B. Shop drawings include, but are not limited to, shop drawings, Layout and Installation drawings in plan and elevation, certified wiring diagrams, interconnecting wiring diagrams, manufacturer's data, etc. The Contractor shall be responsible for securing all the information, details, dimensions, drawings, etc., necessary to prepare the shop drawings required and necessary under this Contract and to fulfill all other requirements of its Contract. The Contractor shall secure such information, details, drawings, etc., from all possible sources, including the Contract Drawings, drawings prepared by subcontractors, suppliers, etc.
- C. All shop drawings submitted by the Contractor, which involve a change at variance with the Contract Drawings, shall be noted by the Contractor, by advising the A/E and the Trust in writing, as to the recommended change and the reason therefore.
- D. Contract Drawings are for design, engineering, and general arrangement purposes only and are not to be used as shop drawings.
- E. Shop drawings shall accurately and clearly present the following:
 - 1. All working and installation dimensions.
 - 2. Arrangement and sectional views.
 - 3. Units of equipment in the proposed positions for installation, details of required attachments and connections, and dimensioned locations between units and in relation to the structures, and
 - 4. Necessary details and information for making connections including, but not limited to, power supplies and interconnecting wiring between units, accessories, appurtenances, etc.
- F. Structural and all other Layout Drawings prepared specifically for the Project shall have a plan scale of not less than 1/4-inch equal to 1 foot and they shall be not larger than the size of the Contract Drawings.
- G. Where manufacturers' publications in the form of catalogs, brochures, illustrations, compliance certificates, or other data sheets are submitted in lieu of prepared shop drawings, such submissions shall specifically indicate the item for which approval is requested. Identification of items shall be made in ink and submissions showing only general information are not acceptable.
- H. The Contractor shall provide all required copies for the use at the Site, in accordance with submittal requirements of Division 01.
- I. A submittal record form shall accompany each submittal.
- J. Contractor Responsibilities

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

16.7. Record Drawings:

- A. **NOTE TO CONTRACTOR:** All professional seals must be blocked out. Title box complete with 20 Nolan Park and Consultant’s names will remain.
- B. **The Contractor shall maintain, during the progress of the Work, an accurate record of the Work as actually installed, on Record Drawings, PDF and in ink.** These Record Drawings shall be made available to the Trust upon request.
- C. The Contractor’s attention is particularly directed to the necessity of keeping accurate records of all subsurface and concealed work, so that the Record Drawings may contain this information in exact detail and location. Drawings should also show all connections, valves, gates, switches, cut-outs and similar operating equipment.
- D. Before Substantial Completion payment, the Contractor shall furnish to the Trust, two (1) complete sets of bound Record Drawings, full size, in ink, indicating all the Work and locations as actually installed, one set of Record Drawings in .pdf format.
- E. Record Drawings shall be of the same size as that of the Contract Drawings, with a 1/2-inch marginal space on three sides and a 2-inch marginal space on the left side.
- F. Each Record Drawing shall bear the legend “RECORD DRAWING”, in heavy block lettering, 1/2-inch high and contain the following data:
[Cross-References to the Section Number, detail number and paragraph number of the Contract Specifications.]

RECORD DRAWING

Contractor’s Name

Contractor’s Address

Made by Date

Checked by Date

- G. **Record Drawing Title Sheet.** The Contractor shall prepare a title sheet, same size as Record Drawings and contain the following:
 - 1. Heading: Trust Contract No. _____
 - 2. Name of the Project and Location
 - 3. Contractor’s Name
 - 4. Record of Changes (A Caption description of work affected, and the date and No. of Change order or other authorization).
 - 5. List of Record Drawings

- H. All changes from Contract Drawings shall be conspicuously encircled and identified by change order number, correlating to changes listed on “Title Sheet”. The Contractor shall show within the encircled areas, the Work as actually installed.
- I. Bulletins, Operating and Service Manuals. Where the Contractor has submitted prints in the form of technical bulletins, operating and service manuals, or other printed matter, as a shop drawing, having diagrams or drawings thereon, of a material or equipment installed in the Work, it shall furnish three (3) sets thereof, so that the Trust may have all the necessary information for the proper operation, maintenance and repair of the material and equipment and the ordering of spare parts. All bulletins and operating and service manuals shall be compiled and indexed in the book form for the Contract.

16.8. Coordination Drawings/Composite Drawings: (See Coordination Drawings Requirements)

- A. Coordination Drawings/Composite Drawings shall be completed by the Contractor within thirty (30) days from the Notice to Proceed.
- B. Coordination Drawings/Composite Drawings shall be initiated, completed, and submitted for distribution, so as not to delay the construction.

16.9. Layout and Installation Drawings:

- A. Layout and Installation Drawings shall be completed by the Contractor in accordance with the approved schedule.
- B. Layout and Installation Drawings, submitted for review by the Trust, shall include all utilities, structures, equipment, pipes, valves, fittings, drains, ventilation ducts, all electrical, heating, ventilating and other conduits, electrical cable trays, lighting fixture layouts and circuiting, instrumentation, power supply, alarm circuits, etc., under this Contract.

16.10. Operation and Maintenance Manuals:

- A. Two (2) copies of Preliminary Operation and Maintenance Manuals shall be submitted with the shop drawings for each major item of equipment.
- B. For special requirements for Preliminary and Final Operation and Maintenance Manuals, see Division 01, Specific Requirements of the Technical Specifications.

16.11. Maintenance and Lubrication Schedules:

- A. A maintenance and lubrication schedule for each piece of equipment shall be submitted with the shop drawings. Submission shall be seven (7) copies.
- B. The schedules shall provide the information and be in the form indicated in Division 01, Specific Requirements of the Technical Specifications.

16.12. Samples:

- A. Samples and shop drawings, which are related to the same unit of work or Specification Section, shall be submitted at the same time. If related shop drawings and samples are submitted at different times, they cannot be reviewed until both are furnished to the A/E and the Trust.
- B. All samples are to be submitted in accordance with the requirements of General Conditions, GC 17, "SAMPLES".

16.13. Coordination Drawings Requirements:

- A. The General Construction Contractor shall coordinate the installations of the Contract by means of Coordination Drawings, as specified herein. The Coordination Drawings may lack complete data in certain instances, pending receipt of shop drawings, but sufficient space shall be allotted for the items affected. When final information is received, such data shall be promptly inserted on the Coordination Drawings.
- B. The General Construction Contractor shall prepare a set of drawings and PDFs, indicating equipment and appurtenances, at not less than 3/8-inch scale. The Drawings shall also show beams, ceiling heights, walls, floor-to-floor dimensions, floors, partitions, columns, windows, doors and other major architectural and structural features shown on the drawings. Two sets of prints shall be furnished to the Trust to review for conformance with the intent of this Section. Corrections, if required, shall be made to the drawings as required.
- C. In the preparation of all the Coordination Drawings, Composite Drawings, large scale details, as well as cross and longitudinal sections, shall be made as required, or as directed by the Trust, to fully delineate all conditions. Particular attention shall be given to the locations, size and clearance dimensions of equipment items, shafts and similar features. In preparing the Coordination Drawings, minor changes in conduit routings, that do not affect the intended function, may be made as required to avoid space conflicts, when mutually agreed upon, but items may not be resized or exposed items relocated without the Trust's approval. No changes shall be made in any wall or chase locations, ceiling heights, door swings or locations, windows or other openings, or other features affecting the function or aesthetic effect of the building. If conflicts or interferences cannot be satisfactorily resolved, the Trust shall be notified and its decision obtained.
- D. Should any problems of coordination require architectural or structural change of design, the change shall be submitted to the Trust for resolution.
- E. After the General Construction Contractor's set of drawings has been coordinated and all necessary changes have been made, the Trust shall hold a final coordination meeting where these drawings shall then be signed-off by the Contractor, indicating its awareness of, and agreement with, the indicated routings and layouts and their interrelationship with the adjoining or contiguous work. Thereafter, no unauthorized deviations will

be permitted and if made without the knowledge or agreement of the Trust, will be subject to removal and correction at no additional cost to the Trust.

- F. After the final Coordination Drawings have been agreed upon and signed by the Contractor, the General Construction Contractor shall provide and distribute PDF copies of each and (2) full-size print copies to the Trust, for reference and record purposes. The Contractor desiring additional copies of such drawings, beyond the basic distribution indicated above, shall arrange and pay for cost of same.
- G. The record copies of the final Coordination Drawings shall be retained by the Contractor as a working reference. All shop drawings, prior to their submittal to the Trust and the A/E, shall be compared with the Coordination Drawings and developed accordingly by the Contractor responsible. Any revisions to the Coordination Drawings, which may become necessary during the progress of the Work, shall be noted by the Contractor and shall be neatly and accurately recorded on the copies. The Contractor shall be responsible for the up-to-date maintenance of its own record copies of the Coordination Drawings and to keep one copy available at the Site. The Coordination Drawings and any subsequent changes thereto, shall be utilized by the Contractor in the development of its As-built Drawings.
- H. No extra compensation will be paid by the Trust to the Contractor for relocating conduit or other material that has been installed without proper coordination between the Contractor and the trades involved.
- I. All changes in the Work on the Contract, whether a change in price is given or not, shall be shown on the Coordination Drawings.
- J. All work on the Coordination Drawings shall be performed by competent draftsperson, in a clear, legible manner. The Trust shall be the sole judge of the acceptability of the Coordination Drawings.
- K. **Coordination Drawings shall not be used for “As-built” Drawings.**

16.14. Layout and Installation Drawings Requirements: (See Division 01)

GC 17. SAMPLES

17.1. General:

- A. Where required in the Specifications or otherwise requested by the Trust or A/E, samples of any material to be used and of the finish to be applied in the Work, shall be submitted by the Contractor for approval in accordance with the General Conditions, Article GC 16, CONTRACTOR SUBMISSIONS. Samples shall be of such a nature to fully illustrate the character of the finished work or as may be more fully described in the trade Specifications.

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

17.2. Samples:

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

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

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

17.5. Samples of Materials. The Contractor shall submit to the Trust for approval, samples of all materials, in accordance with the specification requirements, as directed by the Trust.

- A. For samples of materials involving electrical work of any nature, see the “General Electrical Requirements”.
- B. Samples shall be in triplicate, of sufficient size to show the quality, type, range of color, finish, and texture of the material. However, in addition thereto, after approval, three (3) additional samples showing the material, color and texture of all interior finishes, including the finishes of exposed built-in equipment, trim, glazing, fittings and fixtures, etc., shall also be furnished. The sizes of these additional samples shall be as directed and acceptable to the Trust.
- C. Each of the samples shall be labeled, bearing the name and quality of the material, the Contractor’s name, date, Contract and Project, and the related Specification or Drawing reference to the samples submitted.
- D. A letter of transmittal, in triplicate, from the Contractor requesting approval, must accompany all such samples.
- E. Transportation charges to the Trust’s office must be prepaid on all samples forwarded.
- F. Samples for testing purposes shall be in accordance with the requirements of the Specifications.

17.6. Samples on Display - When samples are specified to be equal to samples in the office of the Trust, they shall be carefully examined by the proposers and by those whom the proposer expects to employ for the furnishing of such materials.

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

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

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

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

17.11. The submission of any material or article, as the equal of the materials or articles set forth in the Specifications as a standard, shall be accompanied by illustrations, drawings,

descriptions, catalogs, records of tests, samples and any and all other information essential for judging the equality to the materials, finish and durability of that specified as standard, as well as information indicating satisfactory use under similar operating conditions.

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

17.13. The Trust is to Select Inspectors – Except as specifically provided in the Specifications, the Trust and A/E will select and designate all persons, firms, or corporations to make or witness each and every inspection, test or analysis, with or without reports. See also Technical Specifications for certain certifications and inspections; in all cases, the Technical Specifications supersede the General Conditions.

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

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

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

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

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

GC 18. INSPECTION AND TESTING

Inspection shall be as specified in the "Agreement", Article 8, "INSPECTION AND COMPLETION OF THE WORK", and as hereinafter stipulated.

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

18.2. Field Testing of Equipment:

A. General

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

B. Field Tests

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

18.3. Certified Shop Test Reports:

- A. Each item of equipment or material, for which pressure, head, capacity, rating, efficiency, performance, function or special requirements are specified or implied, shall be tested at the shop of the manufacturer in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents and applicable test codes and standards.
- B. When the Technical Specifications require witness shop tests at the point of manufacture or other approved facility, the only tests, which will be accepted, are those made in the presence of the Trust or its representative. The Contractor shall give the Trust written notice thirty (30) consecutive calendar days in advance of the time when the equipment will be ready for the witness shop tests or for required inspections. This notification shall include a diagram of testing set-up and a list of instruments the manufacturer proposes to use for the tests. All instruments shall be of ranges suitable for the quantities to be measured, with approved laboratory calibration. One paper copy and PDF file of witness shop test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company, shall be forwarded to the Trust for approval.
 1. All equipment and material to be witness shop tested shall be identified with serial numbers and/or approved permanent type identification marks.
 2. The Trust shall be available on work days (Monday through Friday) to witness shop testing during normal business hours, which are defined herein as an eight-hour period between 7:00 a.m. and 4:00 p.m., with a one-hour break for lunch. In the event dangerous or hazardous conditions exist at the test facility or if adequate lighting has not been provided, the test will be terminated until the conditions are corrected. Witnesses shall be provided with

protection from the elements and sanitary facilities, and drinking water shall be available for their use. Testing shall be conducted in the most expeditious manner, and it is expected that each day's testing shall start as scheduled. Excessive or repetitious delays will be considered cause for the witnesses to terminate the test and reschedule the witnessing of the tests. All costs, including travel and subsistence expenses, incurred by the Trust or its representative because of termination of the tests, will be back charged to the Contractor by deducting such costs from payment due for work completed.

- C. When the Technical Specifications do not require witness shop tests of each equipment at the point of manufacture or other approved facility, or when witness shop tests specified in the Technical Specifications are waived by the Trust, one (1) copy and PDF file of the manufacturer's actual test data and the interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company, shall be forwarded to the Trust for approval.
- D. In the event any equipment or material fails to meet the test requirements, the manufacturer shall make all necessary changes, adjustments and replacements and the tests shall be repeated, at no additional cost to the Trust, until the equipment or material test requirements are acceptable to the Trust and A/E.
- E. No equipment or material shall be shipped to the Project until the A/E and the Trust notify the Contractor, in writing, that the shop test reports are acceptable.

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

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

18.6. Reports. Two (2) copies of the reports and a PDF file shall be submitted, and authoritative certification thereof must be furnished to the Trust as prerequisite for the acceptance of any material or equipment.

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

18.8. Upon rejection of any material or equipment submitted as the equivalent of that

specifically named in the Specifications, the Contractor shall immediately proceed to furnish the designated material or equipment.

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

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

GC 19. ACCEPTANCE TESTS

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

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

19.3. Energy and Water for Tests. The Contractor will furnish energy and water.

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

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

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

GC 20. CERTIFICATES OF APPROVAL

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

20.2. All such certificates shall be forwarded to the Trust before Final Acceptance of the Work of the Contract.

GC 21. GUARANTEES

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

above guarantee period.

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

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

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

GUARANTEE

PROJECT: _____

CONTRACT NO. _____

SPECIFICATION SECTION NO. and TITLE: _____

GUARANTEE TO BE IN EFFECT FROM

_____ TO _____

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

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

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

Contractor

By _____

Subscribed and swore to before me this

_____ day of _____, 20_____

Notary Public

GC 22. INSPECTIONS BY OTHER CITY AGENCIES

22.1. Just prior to Substantial Completion of this Project, the Contractor will file with the applicable city agencies, of Certificate of Compliance, as required by the Contract Documents, in the Department of Buildings.

GC 23. CONTRACTOR'S DAILY REPORTS

23.1. Each Contractor shall submit a copy of its daily report to the Trust, at the end of each working day. This report shall include all labor specific activities and manpower/trades performed by each worker, as well as equipment used, and materials installed.

GC 24. OVERTIME WORK (ORDERED BY THE TRUST)

24.1. **The Trust reserves right to order and pay overtime work.**

- A. The Trust can order overtime work when, in its opinion, a delay occurs and such delay is not the fault of the Contractor, or
- B. When work is of such an important nature, that delay in carrying such work to completion would result in serious disadvantage to the public.

24.2. Order for Overtime Work. When overtime work is ordered by the Trust, such "Order" will be issued by the Trust on a special form letter, over the signature of the Trust.

GC 25. INTERRUPTION OF SERVICES

25.1. Evening and Weekend Work. Where the Work makes temporary shutdowns of the services unavoidable, they shall be made at night or on weekends or at such times that will cause no interferences with the established routines and operations.

25.2. Where weekend or evening work is required due to unavoidable service shutdowns, such work shall be performed at a negotiated cost to the Trust, or following bid overtime rates.

25.3. Unnecessary noise shall be avoided at all times and necessary noise shall be reduced to a minimum.

25.4. The Contractor shall arrange to work continuously, including overtime, if required, to assure that any services will be shut down only during the time actually required to make the necessary connections to the existing work.

25.5. The Contractor shall give thirty (30) days ample written notice to the Trust in advance of any work requiring coordination of any shutdown of services.

GC 26. PROGRESS SCHEDULE

26.1. Within 10 days after the Notice to Proceed with this Contract, the Contractor shall prepare a composite Job Progress Chart and a Work Sequence Plan, which shall indicate graphically and chronologically the time the various parts of the Work shall commence and be completed. The Chart and the Plan shall be in a reproducible form approved by the Trust.

26.2. The chart and plan shall show the estimated time for fabrication and/or delivery of all materials and equipment required for the Work.

26.3. When completed, the Job Progress Chart and the Work Sequence Plan shall be signed and dated by the Contractor or its official representative. Thereafter, the Chart and the Plan shall be modified only with the Trust's approval.

26.4. The Contractor shall distribute a hard copy and PDF file of the approved Chart and Plan to the Trust.

26.5. The Contractor shall consult the approved Progress Chart, Work Sequence Plan and install their work within the time limits indicated on the Chart and follow the work sequence, as approved.

26.6. The Trust shall monitor the progress of the Work, including the times when various parts of the Work were commenced and completed.

GC 27. TRANSPORTATION

27.1. It shall be the duty of the Contractor to determine, for itself, the availability of transportation facilities and dockage for the use of its employees, equipment and materials, and the conditions under which such use will be permitted.

27.2. If transportation facilities and dockage are available and are permitted to be used by the governmental agency having jurisdiction, the Contractor shall pay all necessary costs and expenses, and abide by all rules and regulations promulgated in connection therewith.

27.3. With respect to the use of bridges, the Contractor's attention is directed to Section 683.2.0. of the Administrative Code of the City of New York, as amended by Local Law No. 49.

27.4. It is understood that the Commissioner makes no warranty as to the continued use by the Contractor of such facilities.

GC 28. DELIVERY OF MATERIALS

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

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

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

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

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

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

GC 29. PROTECTION REQUIREMENTS

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

29.1. Protection of Property:

- A. The Contractor shall be responsible for the preservation and protection, on or adjacent to the Work Site, against damage or injury as a result of its operations under this Contract. Any damage or injury, occurring on account of any act, omission, or neglect on the part of the Contractor, shall be restored in a proper and satisfactory manner or replaced by and at the expense of the Contractor to an equal or superior condition than previously existed.
- B. In the event of any claims for damage or alleged damage to property as a result of work under this Contract, the Contractor shall be responsible for all costs in connection with the settlement of or defense against such claims. Prior to commencement of work in the vicinity of property adjacent to the Work Site, the Contractor, at its own expense, shall take such surveys, take photographs, or install inclinometers, as may be necessary to establish the existing condition of the property. Before Final Payment can be made, the Contractor shall furnish satisfactory evidence that all claims for damage have been legally settled or sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.
- C. The Contractor expressly undertakes to place upon the Work, or any part thereof, only such loads as are consistent with the safety of that portion of the Work.

29.2. Fire Protection:

- A. The Contractor shall take all necessary precautions to prevent fires at or adjacent to the Work, buildings, etc., and shall provide adequate facilities for extinguishing fires which do occur. No burning of trash or debris will be permitted.
- B. When fire or explosion hazards are created in the vicinity of the Work, as a result of the locations of fuel tanks or similar hazardous utilities or devices, the Contractor shall immediately alert the Trust of such hazards. The Contractor shall exercise all safety precautions and shall comply with all instructions issued by the Trust to prevent the occurrence of fire or explosion.

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

29.4. Explosives: Use of explosives is prohibited.

29.5. Contractor's Right to Act:

- A. In case of an emergency, which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act, without previous

instructions from the Trust, in a diligent manner. It shall notify the Trust immediately thereafter.

- B. The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Article 6 of the “Agreement”, “Change Orders”.

GC 30. ACCESS ROADS AND PARKING AREAS

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

30.2. Maintenance of Traffic:

- A. If the Contractor’s operations cause traffic hazards, it shall repair the road surface, provide temporary ways, erect wheel guards or fences, or take other measures for safety, satisfactory to the Trust. Repair work necessary after the Contractor’s operations should be discussed in advance, when the damage can be anticipated.
- B. Detours around construction will be subject to the approval of the Trust. Periods when traffic is being detoured will be subject to the approval of the Trust.
- C. Requests for road closings or detours shall be submitted to the Trust for approval a minimum of seven (7) days prior to the proposed closing or detour. Requests shall be accompanied by a schedule indicating the duration of closing or detour.

30.3. Parking Areas: Parking of vehicles shall be in accordance with the Trust’s Requirements.

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

GC 31. TRAFFIC REGULATIONS

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

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

31.3. A security escort is required for all Contractor vehicles and equipment during public access hours.

GC 32. BARRICADES, WARNING SIGNS, AND LIGHTS

32.1. The Contractor shall provide, erect and maintain, as necessary for its work, strong and suitable barricades, danger signs and warning lights along all roads accessible to the public,

as required by the Trust, to ensure safety to the public. Sufficient barricades shall be erected and maintained to keep vehicles from being driven on or into work under construction.

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

GC 33. DUST CONTROL AND SPILLAGE

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

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

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

GC 34. VERMIN CONTROL

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

GC 35. LAYOUT

35.1. The location of the Work is shown on the plans.

- A. The Contractor shall lay out the proposed Work correctly and shall be responsible for any damage caused, due to the incorrect layout of the Work.
- B. The Contractor shall verify all grades, lines, levels and dimensions as shown on the Drawings and it shall report any errors or inconsistencies in them to the Trust before commencing work.
- C. Existing or new control points, property markers and monuments that will be or are destroyed during the normal course of construction shall be reestablished by the Contractor and all reference ties recorded therefore shall be furnished to the Trust. All computations, necessary to establish the exact position of the Work, shall be made and preserved by the Contractor.
- D. The Trust may check all, or any portion of the Work and the Contractor shall afford all necessary assistance to the Trust in carrying out such checks. Any necessary corrections to the Work shall be immediately made by the Contractor. Such checking by the Trust shall not relieve the Contractor of any responsibilities for the accuracy or completeness of his work.

35.2. All Other Work:

- A. The Contractor is responsible for layout of its work including, but not limited to, substructures, foundations, manholes, utility lines and equipment pads, based upon the reference lines and grades established herein.
- B. The Contractor shall keep neat, legible notes of all measurements and calculations made by him, while surveying and laying out the Work.
- C. Two copies of all notes and other records shall be furnished to the Trust monthly. Furnish complete notes upon Final Completion.

GC 36. CUTTING AND PATCHING

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

36.1. Contractor Requirements:

- A. Contractor shall perform all cutting and patching necessary for the Work of the Contract, in accordance with the requirements of the Drawings and Specifications. Work performed by another Contractor shall not be cut or altered without the approval of the Architect/Engineer and the Trust.
- B. Before doing any cutting, the Contractor shall obtain the approval of the Trust as to the location, size, and method of making such openings.
- C. All cutting and rough patching, as defined by the Trust, will be performed by the Contractor, unless otherwise specified in the Technical Specifications or shown on the Drawings. All finish patching shall be performed by the Contractor.
- D. All cutting shall be performed in such a manner as to limit the extent of patching.
- E. All patching shall be done in a manner to match the surrounding existing surfaces as closely as possible.
- F. All painted surfaces, which are patched, shall have the patch painted to match the existing wall surfaces as closely as possible. The A/E shall be the sole judge of the color/texture match of the finish.
- G. All holes cut through concrete walls or slabs shall be core drilled, unless otherwise specified or shown. No structural members shall be cut without approval of the Trust and Structural Engineer and all such cutting shall be done in a manner directed by them. No holes, except for small screws, may be drilled in beams or other structural members, without obtaining prior approval. All work shall be done in a neat manner by mechanics skilled in their trades and as approved.
- H. The Contractor shall install sleeves, for their work, for all pipes and conduits passing through any wall or floor slab.

36.2. Errors and Omissions:

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

GC 37. OPENINGS AND CHASES

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

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

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

GC 38. SLEEVES, INSERTS AND WALL CASTINGS

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

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

GC 39. SCAFFOLDING, RIGGING AND HOISTING

39.1. The Contractor shall furnish all adequately designed scaffolding, rigging, hoisting and services necessary for erection and delivery or removal of any equipment and apparatus under its Contract, up to 20 feet high. The Contractor shall remove same from work involved when no longer required. The Contractor involved in this type of activity shall take all precautions to prevent accidents or damage to persons or property about the work involved and shall erect and maintain proper warning signs and guardrails, barricades, etc. In the event of the Contractor's negligence, it shall indemnify the Trust against all claims, suits, damages and judgments, including counsel fees and disbursements incurred in the defense of any action to which it may be subjected by reason of such negligence.

GC 40. CLEANING

40.1. Rubbish Removal and Cleaning: The General Construction Contractor shall remove from the Project and dispose of all debris and rubbish resulting from the Work, at least once a week and more often, if same interferes with the Work under the Contract, Trust operations or presents a fire hazard. All debris and rubbish shall be removed from the property and legally disposed of. The Contractor shall be responsible for consolidating all debris and rubbish, resulting from its work, to one location in its work area. During course of demolition or new construction, the Contractor shall maintain, and keep free of debris or building material, required egress in accord with Fire Safety Regulations.

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

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

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

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

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

GC 41. PIPING AND EQUIPMENT IDENTIFICATION

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

GC 42. OPERATION AND MAINTENANCE MANUALS

42.1. Contract requirements stipulate time limitations for submittal and approval of operation and maintenance manuals. See Division 01, Specific Requirements of the Technical Specifications, for specific requirements.

GC 43. PROGRESS PHOTOGRAPHS

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

GC 44. PROJECT CLOSEOUT

44.1. Division 01, Specific Requirements, and other provisions of the Technical Specifications stipulate requirements for Project closeout. Items such as final cleaning, lubrication, survey, spare parts and special tools, equipment start-up services and other items specified are included. Final Payment will be contingent upon the Contractor complying with these requirements.

GC 45. FERRY SCHEDULE, LOGISTICS, AND VEHICLE INFORMATION

45.1. Governors Island Logistics

- A. Ferry Schedules - The Island's current ferry schedules (including holidays and Fridays during the Public Access season) are attached for your information. These schedules are subject to change and should be verified by you with your Trust Point of Contact at the project's commencement and periodically throughout the course of work. The transporting of vehicles to the Island is limited and may be suspended during inclement weather. Price and schedule must include delays due to vehicle ferry service interruptions.
- B. Ferry Height and Weight Restrictions - **The contractor should be aware of the maximum allowable vehicle measurements that can safely be accommodated by our ferry boat and slips.** Oversized vehicles are restricted due to limited space to make the turn into the Battery Maritime Building. The contractor must call to make arrangements for oversized vehicles.

Weight (maximum allowed)	40 tons
Height (maximum allowed)	12'-- 6"
Length (maximum allowed)	40'-- 0"

- C. Oversized Deliveries & Vehicles - Any oversized deliveries or vehicles which do not meet the ferry/lift bridge height and weight restrictions must be brought to the Island via barge or other approved method at the cost to the contractor.
- D. Visitors - Visitors are permitted to bring vehicles onto the Island ONLY upon formal request and clearance from the Trust. Vehicle Access Request must be sent via email to Point of Contact, no less than 24 hours prior to arriving at the Battery Maritime Building (BMB) ferry terminal in Manhattan. Request must include name of individual(s), name of company, purpose of visit, time of arrival at the BMB and vehicle information (make, model, year, color and license plate number). Failure to provide this information 24 hours prior to the visit may result in denial of access to the Island. Upon request, all contractor /subcontractor employees must present identification to Security at the BMB.
- E. Vehicles - There are limited provisions parking of personal or non-commercial vehicles on the island. **Contractors on island for more than 3 months need to submit a Vehicle Permit Request.** A max of two (2)

non-transferable vehicle passes for non-commercial vehicles to board the ferry for the duration of the project will be issued upon approval of request. In the event that a vehicle pass has been misplaced a new pass will be issued at a cost to the subcontractor and the old pass' specific number will be null and void. If such null and void vehicle pass is found being used in addition to the two (2) passes, the Contractor's vehicle privileges will be revoked. Violator's vehicles left at the Battery Maritime Building are subject to ticketing, towing and the offending individual removed from the project. It is recommended that subcontractors consider leaving high occupancy transportation (van, etc.) on the island for easy transportation while on the island. Workers on island for less than 3 months do not need to submit Vehicle Permit Request but must nevertheless Request Vehicle Access (See "Visitors" at 45.1.D above).

- F. Vehicle Access - Contractors must submit a Vehicle Access Permit application for company vehicle access on the Island. Upon approval, a permit hang tag will be issued to the contractor. **No company vehicles are allowed on the Island without prior permission from the Trust. No personal vehicles are allowed on the Island.**
- G. Deliveries - Delivery of materials or equipment to the BMB/Island must be coordinated and approved by the Trust, via email. Notice must be provided no less than 24 hours prior to arriving at the BMB ferry terminal in Manhattan. Notification must include name of individual(s), name of company, purpose of visit, time of arrival at the BMB and vehicle information (make, model, year, color and license plate number). This information will be provided to security at the BMB. Failure to provide this information 24 hours prior to the visit may result in denial of access to the Island. Deliveries of materials or equipment will not be accepted onto the ferry prior to 7:00 am. **The contractor shall be responsible for all material deliveries to the Island. The Trust is not responsible for any misplaced, lost or stolen property.**
- H. Public Access - Governors Island is open to the public from May through the end of October. During Public Access hours, no deliveries will be permitted through Soissons Dock. Additionally, any vehicles needing to access Soissons dock will need to wait for a security escort in order to traverse the park open to the public.
- I. Island Speed Limits - The character of Governors Island is to be a pedestrian friendly place and to have as few vehicles as possible. Vehicles are dissuaded. All authorized vehicles must yield to pedestrians. The enforced safe driving speed limit on Governors Island is 15mph (3mph when boarding the ferry). Traffic rules must be followed.
- J. Island Access/Egress Routes - Contractors must comply with security's direction when accessing and exiting the Island.
- K. Snow Routes - In the event of a major snowstorm, 3 inches or above, the Island's maintenance staff clears roads in accordance with the attached

“Snow Removal Plan” which indicates primary, secondary, and tertiary routes. Please refer to this plan when scheduling work for that day and notify the Trust with any concerns.

- L. Emergencies - In the event of an emergency, use the attached Emergency Notification form to contact 911 and on Island security.
- M. Fuel Requests - Upon request, fuel shall be provided to the Contractor for machinery and/or equipment kept on site for the duration of the project. The contractor must complete a fuel request form that must first be approved by the Trust. The cost of fuel will be back charged to the contractor at approximately \$1/gallon above the cost to the Trust. Upon approval of your fuel request, the Trust will arrange for a security escort to the fuel pump, which is located at the southern end of the Island.
- N. Additional Permits - In addition to the above, approval must also be requested for the following work and accommodations:
 - 1. Tree Removal Permit - The Island’s tree population is maintained under the joint oversight of state and city agencies. Accordingly, prior to the removal or alteration of any tree, a “Tree Removal Permit” must be completed by the contractor and approved by the Trust.
 - 2. Real Estate Request form - Prior to using space in any building or structure for the storage of equipment or materials, or as a temporary office, a “Real Estate Request form” must be completed by the contractor and approved by the Trust.
 - 3. Hot Work Permit - Prior to any hot work (i.e., riveting, welding, flame cutting or other fire or spark producing operation), a “Hot Work Permit” must be completed by the contractor and approved by the Trust.
 - 4. Weekend Work form - Prior to scheduling weekend work, a “Weekend Work form” must be completed by the contractor and approved by the Trust.
 - 5. Excavation Permit - Rarely, unexploded ordinance and archaeological remains have been discovered on the Island. Consequently, prior to any excavation or work that is being done below grade, a risk assessment must be performed and an “Excavation Permit” completed by the contractor for approval by the Trust.

Exhibit J

Design Documents + Specifications

Please refer to the following page for a full list of drawings included in this RFP.

The full set of Construction Documents and Specifications prepared by Jaklitsch/Gardner Architects can be downloaded using the below link:

<https://www.dropbox.com/sh/Ofcgqqplmuic7km/AABKzTjYv-wT8hGyB4Nq9QZ1a?dl=0>

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T-100	COVERSHEET		
G-100	PROJECT INFO / DRAWING INDEX / NOTES	A-401	INTERIOR ELEVATIONS
G-101	PROJECT INFO / DRAWING INDEX / NOTES	A-402	INTERIOR ELEVATIONS
Z-100	ZONING PLANS	A-403	INTERIOR ELEVATIONS
A-001	EGRESS PLANS	A-404	INTERIOR ELEVATIONS
SP-001	SITE DEMOLITION PLAN	A-405	INTERIOR ELEVATIONS
SP-002	SITE PLAN	A-406	INTERIOR ELEVATIONS
C-301	SITE UTILITY PLAN	A-407	INTERIOR ELEVATIONS
DM-100	DEMOLITION PLAN - CELLAR	A-408	INTERIOR ELEVATIONS
DM-101	DEMOLITION PLAN - 1 ST FLOOR	A-500	DOOR SCHEDULE
DM-102	DEMOLITION PLAN - 2 ND FLOOR	A-501	EXTERIOR DOOR DETAILS
DM-103	DEMOLITION PLAN - 3 RD FLOOR	A-502	INTERIOR DOOR DETAILS
DM-104	DEMOLITION PLAN - ATTIC	A-510	WALL AND BASE TYPES
DM-200	DEMOLITION ELEVATION - EAST	A-511	WALL TYPES
DM-201	DEMOLITION ELEVATION - SOUTH	A-512	BASE TYPES
DM-202	DEMOLITION ELEVATION - WEST	A-520	HVAC ENCLOSURE DETAILS
DM-203	DEMOLITION ELEVATION - NORTH	A-521	TRANSITION TYPES
A-100	CONSTRUCTION PLAN - CELLAR	A-530	FLOOR DETAILS
A-101	CONSTRUCTION PLAN - 2 ND FLOOR	A-531	CEILING DETAILS
A-102	CONSTRUCTION PLAN - 3 RD FLOOR	A-540	EXTERIOR STAIR DETAILS
A-103	CONSTRUCTION PLAN - ATTIC	A-550	PORCH DETAILS
A-104	CONSTRUCTION PLAN - ROOF	A-551	PORCH DETAILS
A-110	REFLECTED CEILING PLAN - CELLAR	A-560	RAMP DETAILS
A-111	REFLECTED CEILING PLAN - 1 ST FLOOR	A-561	RAMP DETAILS
A-112	REFLECTED CEILING PLAN - 2 ND FLOOR	A-562	RAMP DETAILS
A-113	REFLECTED CEILING PLAN - 3 RD FLOOR	A-570	WINDOW DETAILS
A-120	FURNITURE PLAN - CELLAR FLOOR	A-571	WINDOW DETAILS
A-121	FURNITURE PLAN - 1 ST FLOOR	A-572	WINDOW DETAILS
A-122	FURNITURE PLAN - 2 ND FLOOR	A-573	WINDOW DETAILS
A-123	FURNITURE PLAN - 3 RD FLOOR	A-574	WINDOW DETAILS
A-130	POWER PLAN - CELLAR	A-570A	WINDOW DETAILS ALT-A
A-131	POWER PLAN - 1 ST FLOOR	A-571A	WINDOW DETAILS ALT-A
A-132	POWER PLAN - 2 ND FLOOR	A-572A	WINDOW DETAILS ALT-A
A-133	POWER PLAN - 3 RD FLOOR	A-573A	WINDOW DETAILS ALT-A
A-140	FINISH PLAN - CELLAR	A-570B	WINDOW DETAILS ALT-B
A-141	FINISH PLAN - 1 ST FLOOR	A-571B	WINDOW DETAILS ALT-B
A-142	FINISH PLAN - 2 ND FLOOR	A-572B	WINDOW DETAILS ALT-B
A-143	FINISH PLAN - 3 RD FLOOR	A-573B	WINDOW DETAILS ALT-B
A-200	EXTERIOR ELEVATION - EAST	A-601	WINDOW & DOOR TYPES AND SCHEDULES
A-201	EXTERIOR ELEVATION - SOUTH	A-602	PLUMBING / APPLIANCE SCHEDULES
A-202	EXTERIOR ELEVATION - WEST	A-603	FINISH SCHEDULES
A-203	EXTERIOR ELEVATION - NORTH	A-601A	WINDOW & DOOR TYPES AND SCHEDULES ALT-A
A-200A	EXTERIOR ELEVATION - EAST ALT-A	A-601B	WINDOW & DOOR TYPES AND SCHEDULES ALT-B
A-201A	EXTERIOR ELEVATION - SOUTH ALT-A		
A-202A	EXTERIOR ELEVATION - WEST ALT-A		
A-203A	EXTERIOR ELEVATION - NORTH ALT-A		
A-200B	EXTERIOR ELEVATION - EAST ALT-B		
A-201B	EXTERIOR ELEVATION - SOUTH ALT-B		
A-202B	EXTERIOR ELEVATION - WEST ALT-B		
A-203B	EXTERIOR ELEVATION - NORTH ALT-B		
A-300	BUILDING SECTION		
A-301	BUILDING SECTION		
A-310	EGRESS STAIR DETAILS		
A-311	EXT CELLAR EGRESS STAIR DETAILS		
A-312	EXT CELLAR EGRESS STAIR DETAILS		
A-320	PORCH WALL SECTIONS		
A-400	INTERIOR ELEVATIONS		

STRUCTURAL

FO-001.00	MECHANICAL NOTES & ABBREVIATIONS
S-001.00	GENERAL NOTES
S-101.00	FIRST FLOOR PLAN
S-102.00	SECOND FLOOR PLAN
S-103.00	THIRD FLOOR PLAN
S-104.00	CEILING (ATTIC) PLAN
S-301.00	FOUNDATION SECTIONS

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MECHANICAL

M-001.00 MECHANICAL NOTES & ABBREVIATIONS
M-002.00 MECHANICAL SYMBOLS
M-101.00 MECHANICAL SCHEDULES
M-201.00 MECHANICAL SPECIFICATION I
M-202.00 MECHANICAL SPECIFICATION II
M-203.00 MECHANICAL SPECIFICATION III
M-204.00 MECHANICAL SPEC. SCHEDULES
M-300.00 MECHANICAL CELLAR DEMOLITION PLAN
M-301.00 MECHANICAL 1ST FLOOR DEMO PLAN
M-302.00 MECHANICAL 2ND FLOOR DEMO PLAN
M-303.00 MECHANICAL 3RD FLOOR DEMOPLAN
M-304.00 MECHANICAL CELLAR DUCTWORK PLAN
M-305.00 MECHANICAL 1ST FLOOR PLAN
M-306.00 MECHANICAL 2ND FLOOR PLAN
M-308.00 MECHANICAL 3RD FLOOR PLAN
M-401.00 MECHANICAL DETAILS I
M-402.00 MECHANICAL DETAILS II

ELECTRICAL

E-001.00 ELECTRICAL SYMBOLS, NOTED &
ABBREVIATIONS
E-002.00 ELECTRICAL GENERAL NOTES
E-101.00 ELECTRICAL LIGHTING SCHEDULES
E-201.00 ELECTRICAL SPECIFICATIONS I
E-202.00 ELECTRICAL SPECIFICATIONS II
E-300.00 ELECTRICAL CELLAR DEMOLITION PLAN
E-301.00 ELECTRICAL 1ST FLOOR DEMO PLAN
E-302.00 ELECTRICAL 2ND FLOOR DEMO PLAN
E-303.00 ELECTRICAL 3RD FLOOR DEMO PLAN
E-304.00 ELECTRICAL CELLAR LIGHTING PLAN
E-305.00 ELECTRICAL 1ST FLOOR LIGHTING PLAN
E-306.00 ELECTRICAL 2ND FLOOR LIGHTING PLAN
E-307.00 ELECTRICAL 3RD FLOOR LIGHTING PLAN
E-308.00 ELECTRICAL CELLAR POWER PLAN
E-309.00 ELECTRICAL 1ST FLOOR POWER PLAN
E-309.00 ELECTRICAL 2ND FLOOR POWER PLAN
E-309.00 ELECTRICAL 3RD FLOOR POWER PLAN
E-401.00 ELECTRICAL DETAILS
E-501.00 ELECTRICAL RISER DIAGRAM & PANEL
SCHEDULES

FIRE ALARM

FA-001.00 FIRE ALARM SYMBOLS, NOTES, & RISER
DIAGRAM
FA-201.00 FIRE ALARM SPECIFICATIONS I
FA-202.00 FIRE ALARM SPECIFICATIONS II
FA-300.00 FIRE ALARM CELLAR PLAN
FA-301.00 FIRE ALARM 1ST FLOOR PLAN
FA-302.00 FIRE ALARM 2ND FLOOR PLAN
FA-303.00 FIRE ALARM 3RD FLOOR PLAN
FA-304.00 FIRE ALARM ATTIC PLAN
FA-401.00 FIRE ALARM DETAILS

PLUMBING

P-001.00 PLUMBING SYMBOLS, NOTES &
ABBREVIATIONS
P-201.00 PLUMBING SPECIFICATIONS
P-300.00 PLUMBING CELLAR DEMOLITION PLANS
P-301.00 PLUMBING 1ST FLOOR DEMO PLANS
P-302.00 PLUMBING 2ND FLOOR DEMO PLANS
P-303.00 PLUMBING 3RD FLOOR DEMO PLAN
P-304.00 PLUMBING CELLAR DOMESTIC WATER
PLAN
P-305.00 PLUMBING CELLAR SANITARY PLAN
P-306.00 PLUMBING 1ST FLOOR DOMESTIC WATER
PLAN
P-307.00 PLUMBING 1ST FLOOR SANITARY PLAN
P-308.00 PLUMBING 2ND FLOOR DOMESTIC
WATER PLAN
P-309.00 PLUMBING 2ND FLOOR SANITARY PLAN
P-310.00 PLUMBING 3RD FLOOR DOMESTIC WATER
PLAN
P-311.00 PLUMBING 3RD FLOOR SANITARY PLAN
P-501.00 PLUMBING DOMESTIC WATER RISER
DIAGRAM
P-502.00 PLUMBING SANITARY RISER DIAGRAM

SPRINKLER

SP-001.00 SPRINKLER SYMBOLS, NOTES, DETAILS
AND ABBREVIATIONS
SP-201.00 SPRINKLER SPECIFICATIONS
SP-300.00 SPRINKLER CELLAR PLAN
SP-301.00 SPRINKLER 1ST FLOOR PLAN
SP-302.00 SPRINKLER 2ND FLOOR PLAN
SP-303.00 SPRINKLER 3RD FLOOR PLAN
SP-304.00 SPRINKLER ATTIC PLAN
SP-501.00 SPRINKLER RISER DIAGRAM

Exhibit K Proposal/Bid Sheet

NAME & ADDRESS OF BIDDER

CONTACT REPRESENTATIVE

TELEPHONE

EMAIL ADDRESS

TOTAL PRICE: BID PACKAGE

Having carefully examined the Bid Documents for the above referenced project, and having visited the site and examined all conditions affecting the work, the undersigned, upon written notice of award of contract, agrees to provide all labor, supervision, materials, tools, construction equipment, services, safety, insurance, bonds, and to pay all taxes, and other costs necessary or required to complete the Work of this Bid in full accordance with all Bid Documents and within the required time frame as indicated by the proposed schedule for the Lump Sum Bid of:

TOTAL BASE BID:

Price in words

Price in figures

(Show amount in both words and figures. In case of discrepancy amount shown in words will govern.)

TOTAL ALTERNATES BID:

Price in words

Price in figures

(Show amount in both words and figures. In case of discrepancy amount shown in words will govern.)

TOTAL PRICE (BASE BID + ALTERNATES BID:

Price in words

Price in figures

(Show amount in both words and figures. In case of discrepancy amount shown in words will govern.)

20 NOLAN BID SHEET

Line	Group	Item	quantity	takeoff unit	unit price	SOV
<u>Division 01 General Requirements</u>						
	Bond	Performance Bond		ls		
		Payment Bond		ls		
	Insurance	Liability		ls		
		OCIP		ls		
	Mobilization			ls		
		Mobilization includes the following:				
		Project Management:				
		(list required personnel)				
		Project Schedule:				
		Project Initial Schedule				
		Project Progress Schedule				
		Surveying:				
		Final Survey				
	Temp. Office/Equipment/Utilities:					
		Trailer Office & Equipment				
		Office Supply				
		Phone/Internet				
		Temp Electric Hookup & Usage(for trailer office)				
		Temp Water Hookup & Usage(for trailer office)				
		Office Drinking Water				
		Toilets/Sanitary Service				
		Janitorial Service				
		Fence/Gates				
		Field Offices(if needed beyond trailer office)				
		Protection				
		Heat/Winter Protection				
		Field Condition				
		Temp Enclosure				
		Crane Access(if needed)				
		Fire Extinguishers				
		Project Signs				
		Project Photograph/Reports				
		Blue Printing/Copies				
		Permits/Fees(in connection with Temp Office)				
		Progress Meeting/s				
		Construction Waste Management(Non-ACM)				
		Dumpster/Trash Removal				
		Testing				
		Snow Removal				
		Traffic Control				
		Road Barrier/Protection				
		Floor Protection				
	Shop Drawings and Submittals:					
		Division 00 Procurement and Contractor Requirements				
		Division 01 General Requirements				
		Division 02 Existing Conditions(shops - bracing)				
		Division 03 Concrete				
		Division 04 Masonry				
		Division 05 Metals(shops)				
		Division 06 Wood, Plastic, Composites(shops)				
		Division 07 Thermal & Moisture Protection				
		Division 08 Openings				
		Division 09 Finishes				
		Division 10 Specialties				
		Division 11 Equipments				
		Division 12 Furnishings				
		Division 21 Fire Suppression				
		Division 22 Plumbing				
		Division 23 HVAC(shops)				
		Division 26 Electrical				
		Division 27 Comm				
		Division 28 Electronic Safety				
		and Security				
		Division 31 Sitework				

Division 32 Exterior Improvements

Cleanup:

General Cleanup (Office/Trailer)
Building Cleanup
Site Cleanup
Final Cleanup

Equipment Startup/Commissioning Closeout:

Punchlist
As-Builts/Closeout Documents
O&M Manuals and End-User Training on Systems
Demobilization
Warranty

Demobilization

Temporary Utilities

Temp Electric Hookup & Usage
Temp Fuel Oil Hookup & Usage(for generator)
Temp Heating, Cooling, And Ventilating
Temporary Lighting
Temporary Telephone
Temporary Water

Construction Facilities

Field Offices And Sheds
Sanitary Facilities

Temporary Construction

Temporary Bridges(access to front doors during porch work)
Temporary Decking
Temporary Ramps

Construction Aids(General)

Scaffolding And Platforms

Temporary Barriers And Enclosures(General)

Barricades
Dust Barriers
Fences
Pollution Control
Protective Walkways
Security Measures
Tree And Plant Protection

Temporary Controls

Erosion And Sediment Control
Pest Control

Project Identification

Project Signs

Cleaning

Final Cleaning
Progress Cleanings
Site Maintenance

Closeout Procedure

Final Site Review

Commissioning

Commissioning Summary
Testing, Adjusting, And Balancing Procedures

Facility Decommissioning

Decommissioning Systems And Equipment
Facility Demolition And Removal

subtotal						
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Division 02 Existing Conditions

Construction Aids ls
Pressure Cleaning ls

Demolition(phase II)

Demo - Cellar sf
Demo - 1st sf
Demo - 2nd sf
Demo - 3rd sf
Demo - Roof sf
Misc. Demo sf
Bracing of Porch Roof sf

Lead Abatement(in connection with Phase II Demolition as noted in Abatement Narrative)

Site Prep and Permits

Fencing and protection(specific to lead abatement) lf

Containment(specific to lead abatement)	If
<u>Exterior Lead Abatement(in connection with Phase II Demolition as noted in Abatement Narrative)</u>	
Lead Removal	
Strip lead-containing exterior paint from surfaces that may be disturbed	sf
Demolish lead containing surfaces of porch, front stair, porch vestibule	sf
Lead Encapsulation(in connection with Phase II Demolition as noted in Abatement Narrative)	
Paint / seal lead-containing exterior paint on the remaining surfaces	sf
<u>Interior Lead Abatement</u>	
Site Prep	
Containment	If
Demolish interior partitions with lead-containing paint.	If
Lead Encapsulation	
Wall Prep(removal of peeling and bubbling paint)	sf
Paint / seal lead-containing paint on the remaining interior surfaces	sf
<u>General Demo</u>	
Demolish porch vestibule	sf

<u>subtotal</u>						
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Division 03 Concrete

Concrete Trenching	sf
Concrete Patching	sf
New Concrete Topping	sf
Concrete Accessories	
CIP Concrete(ramp)	sf/lf
Grouting	sq

<u>subtotal</u>						
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Division 04 Masonry

Masonry demo	sf
Masonry replacement	sf
New Masonry work	sf
New Stone Masonry work	sf
Masonry Repair of Existing Brick Fdn walls	sf
Repointing Existing Brick Fdn walls	sf
Grouting	sf

<u>subtotal</u>						
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Division 05 Metals

Structural Steel	
Steel lintel Maintenance/repair	ea
New steel Lintels	ea
Steel Plates and Anchors(Ramp)	ea
Steel Decking	sf
Beams	lf
Column, Tube	lf
metal grating	sf
Decorative Metals	
Railing(hand and guard) - Aluminum	lf

<u>subtotal</u>						
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Division 06 Wood, Plastic, Composites

New Wood Framing	sf/lf
Sheathing	
New Subfloor	sf
New Exterior Sheathing	sf
Millwork	
Repaired Wood Base	lf
Repair Interior Moldings and Trim	ls
Repair wood stairs and railing repair	ls
Repair Interior Casing and Trim Modified Windows	ls
New Wood Base	lf
New Interior Moldings and Trim	ls
New kitchen cabinetry	sf
New Interior Casing and Trim Modified Windows	ls
Exterior Casing and Trim Windows	ls

Ornamental Woodwork					
Porch molding and fascia			ls		
New Porch Columns and covers			ls		
New Porch railings - including porch stair			ls		
subtotal					

Division 07 Thermal & Moisture Protection

Thermal Insulation					
Replacement Mineral Wool			sf		
New Batt Insulation			sf		
Insulation attachment - clips/wires			ls		
Blow-in Insulation			sf		
Vapor Retarders(porch)			sf		
Replacement clapboard siding			sf		
Joint sealants					
Roof					
Copper Gutter/downspout removal			lf		
New copper gutter/downspout			lf		
subtotal					

Division 08 Openings

Doors					
Ext. Door Restoration			ls		
New Metal Doors			ls		
New Wood Doors			ls		
Door Hardware					
Replacement Hinges			ls		
New Door Hinges			ls		
New Door Saddles			ls		
Vision Panels			ls		
Other Door hardware			ls		
Windows(base)					
New wood windows(1st to 3rd)			ls		
New aluminum windows(cellar)			ls		
Window Hardware			ls		
Screens			ls		
Warranty			ls		
subtotal					

Division 09 Finishes

Ext Plaster Wall/Ceiling/Floor Repair			sf		
Clean Fireplace Tile			sf		
New Partitions, exclude tile, insulation,					
*Exclude tile, cement brd, insulation, mtl laminate costs					
Wall type 1			lf		
Wall type 2			lf		
Wall type 2a			lf		
Wall type 3			lf		
Wall type 4			lf		
Wall type 4a			lf		
Wall type 4b			lf		
Wall type 5			lf		
Wall type 6			lf		
Wall type 6a			lf		
Wall type 6b			lf		
Wall type 7			lf		
Wall type 7a			lf		
Wall type 8			lf		
Wall type 9			lf		
Wall type 10			lf		
Wall type 11			lf		
Supports					
mtl channel - laminated walls			sf		
Z-clips/			lf		
Suspended ceiling support system			sf		
Backing board					
Cement board for tiled Surfaces			sf		

Tile						
	Prep, base, waterproofing(labor)					sf
	Ceramic Tile					sf
	Waterproof membrane(material)					sf
Special Ceiling						
	Patch/repair existing porch ceiling					sf
	New porch ceiling					sf
Wood Flooring						
	Sand/refinish exst wood floor(1 coat sealer, 2 polyurethane)					sf
	Sand/refinish new wood base (1 coat sealer, 2 polyurethane)					sf
	Sand/refinish exst stair treads, handrail, volute newel post (1 coat sealer, 2 polyurethane)					sf
Resilient Flooring						
	Wall base rubber(cellar)					lf
	Resilient Sheet flooring					sf
Special Wall Surface						
	Metal Laminate over MDF					sf
Acoustic Insulation						
	Friction fit Acoustic insulation					sf
Painting						
	Sand/paint exst wood base					lf
	Sand/paint exst door casing					ls
subtotal						

Division 10 Specialties

	Signage allowance					ls
	Toilet and kitchen accessories					ls
subtotal						

Division 11 Equipments

	See alternates					ls
subtotal						

Division 12 Furnishings

						ls
subtotal						

Division 21 Fire Suppression

Fireproof Insulation						
	Porch Roof Infill Cavity					sf
Fire Protection Equipment						
	Fire pump					ls
	Jockey pump					ls
	Control Panel					ls
	Backflow preventor					ls
Wet Sprinkler System						
	Valves					ls
	Fire Department Connection connection					ls
	Misc.					ls
Dry sprinkler heads						
	Dry Sidewall Heads					ls
Fire Protection Piping						
	Hangers and supports					ls
	Piping					lf
	Drain Line					lf
	Upright Sprinkler Heads					ls
	Pendant Sprinkler Heads					ls
	Misc. valves and switches					ls
subtotal						

Division 22 Plumbing

	Pipe Insulation					lf
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New Water Service		
Water P.O.E., Meter, and access.	ea	
Domestic Backflow preventor and access.	ea	
New Water heaters	ea	
Sanitary System		
New house trap	ls	
New building line	lf	
New Roughing, riser	lf	
Associate accessories(hangers, valves)		
Water Distribution		
Copper piping and access..	lf	
Plumbing Fixtures(pantry and bath)	ls	
Install - savaged fixtures	ls	

subtotal						
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Division 23 HVAC

Pipe testing	ls	
Cutting/patching/firestopping	ls	
Balancing	ls	
Ductwork	lf	
HVAC Insulation		
Pipe insulation	lf	
Duct insulation	sf	
HVAC		
HVAC controls	ls	
Refrigerant Piping	sf	
HVAC ducts	lf	
Duct Accessories, supports	ls	
HVAC Fans		
Toilet Exhaust	ls	
Fresh Air intake	ls	
Exhaust/Intake Louvers	ls	

subtotal						
-----------------	--	--	--	--	--	--

Division 26 Electrical

Testing	ls	
Commissioning/training	ls	
Elec POE		
Main Distribution and panels	ls	
New Meter	ls	
Drilling/Patching/Firestopping	ls	
Conduit and accessories	lf	
Motor Connections	ls	
Outlet and Switch Boxes	ls	
Wiring	lf	

subtotal						
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Division 27 Comm

IT/Data		
Main Distribution panels	ls	
Drilling/patching/firestopping	ls	
Rigid conduit and associate accessories	lf	
Data Cabling	lf	
Data Network Equipment	ls	
Outlet and Switch Boxes	ls	
Fire Alarm		
Testing		
Equipment		
Horn/Strobe/pull station		
Smoke detector		
Control Panel		
Cabling	lf	
Conduit	lf	
Misc.	ls	

subtotal						
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Division 31 Sitework

Grading	sf
Excavation and fill	sf
Erosion and sedimentation controls	sf

subtotal						
-----------------	--	--	--	--	--	--

Division 32 Exterior Improvements

Base Courses	sf
Pavers	sf
On-grade concrete ramps	sf
New Curb Cut	lf

subtotal						
-----------------	--	--	--	--	--	--

General Conditions
subtotal

Total Schedule of Values						
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Alternates(provide each as a net deduction or add)

Alternate 1 - Window Alt A - Repair Restoration of Ext Wood Windows

Division 08 Openings

Windows	
Repair/Restored windows(1st to 3rd)	ls
Window Hardware	ls
Screens	ls
Warranty	ls

Adjustment to total						
----------------------------	--	--	--	--	--	--

Alternate 2 - Window Alt B - New Aluminum Windows

Division 08 Openings

Windows	
New Alum windows(1st to 3rd)	ls
Window Hardware	ls
Screens	ls
Warranty	ls

Adjustment to total						
----------------------------	--	--	--	--	--	--

Alternate 3 - Window Alt B.1 - New Aluminum-Clad Windows

Division 08 Openings

Windows	
New Alum-clad windows(1st to 3rd)	ls
Window Hardware	ls
Screens	ls
Warranty	ls

Adjustment to total						
----------------------------	--	--	--	--	--	--

Alternate 4 - Additional Safety Glass

Division 08 Openings

Windows	
Safety Glass for lower sash of noted units on drawing	ls

Adjustment to total						
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Alternate 5 - Removal of Plaster at 2nd and 3rd floor

Division 09 Finishes

Additional removal of plaster as noted on dwgs	ls
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<u>Adjustment to total</u>					
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Alternate 6 - Porch Foundation Alternate

Division 04 Masonry

Porch foundation modified only as noted on dwgs ls

<u>Adjustment to total</u>					
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Alternate 7 - New Doors into Call Room Alternate

Division 06 Wood, Plastic, Composites

New/modified Wood Framing ls

Division 08 Openings

Doors

New Wood Doors ls

Door Hardware

New Door Hinges ls

New Door Saddles ls

Other Door hardware ls

Division 09 Finishes

Additional removal of plaster as noted on dwgs ls

<u>Adjustment to total</u>					
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Alternate 8 -Equipment

Division 11 Equipments

Dishwasher ls

Connection/Test ls

<u>Adjustment to total</u>					
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Exhibit L

Proposal Checklist

1. All pages of RFP document initialed, final page of RFP document signed
2. Proposal
 - a. a. Cover Letter
 - b. b. Team Organizational Chart
 - c. c. Resume for Key Personnel
 - d. d. Team Qualifications
 - e. e. Project Approach
 - f. f. Project Timeline
3. Exhibit A - Signed Declaration of Understanding
4. Exhibit B - Signed Anti-Collusion Declaration
5. Exhibit C - Completed NYS PASSPort Compliance Form
6. Exhibit D - Completed Doing Business Data Form
7. Exhibit E - Insurance Requirements and Tax Exemption Certification reviewed and accepted
8. Exhibit F - W/MBE Participation Form completed
9. Exhibit G - Contract Agreement sample reviewed and accepted
10. Exhibit H - Contract comments provided
11. Exhibit I - Review and acceptance of General Conditions
12. Exhibit J - Downloaded design documents and specifications, reviewed and accepted
13. Exhibit K - Bid Proposal Fee Breakdown, Rates & Multipliers completed
14. Exhibit L - Proposal Checklist completed
15. Two (2) hard copies and one (1) electronic copy of all bid documents

Proposing Firm _____

Signature _____

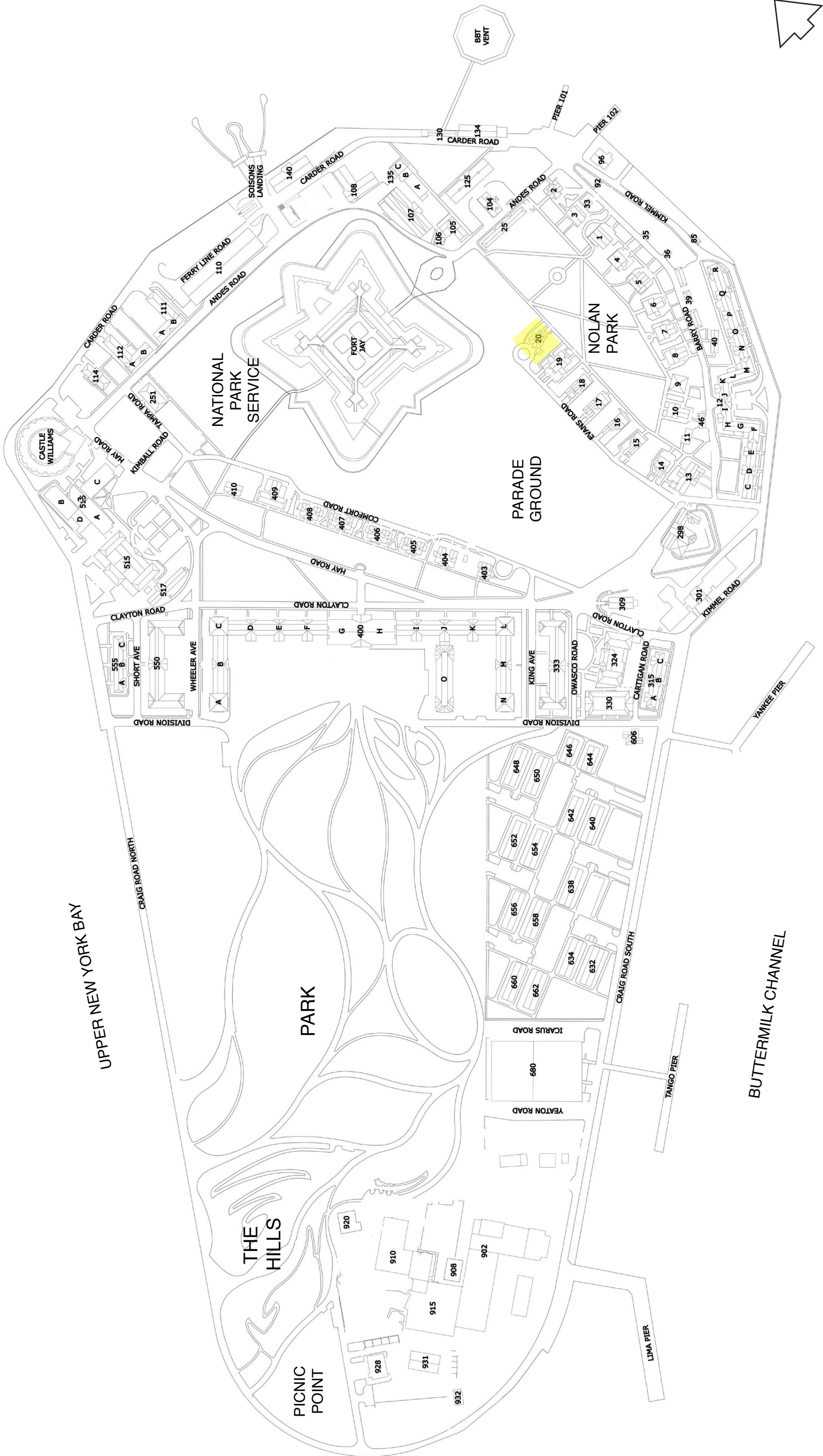
Print Name _____

Title _____

Date _____

Exhibit M

Island Logistics – Map, Ferry Schedule & Vehicle Policy



Governors Island

Governors Island, NY

THE TRUST FOR GOVERNORS ISLAND

COURSEN FERRY SCHEDULE MONDAY - FRIDAY

SEPTEMBER 8TH - OCTOBER 31ST

Trip	Departs GI	Vessel	Departs BMB	Vessel
1.	6:45am	Vehicle/Passenger	7:00am	Vehicle/Passenger
2.	7:15am	Vehicle/Passenger	7:30am	Vehicle/Passenger
3.	7:45am	Vehicle/Passenger	8:00am	Vehicle/Passenger
4.	8:15am	Vehicle/Passenger	8:30am	Vehicle/Passenger
5.	8:45am	Vehicle/Passenger	9:00am	Vehicle/Passenger
6.	9:15am	Vehicle/Passenger	9:30am	Vehicle/Passenger
7.	9:40am	Vehicle/Passenger	10:00am	PASSENGER ONLY
8.	10:20am	Vehicle/Passenger	10:40am	PASSENGER ONLY
9.	11:00am	Vehicle/Passenger	11:20am	PASSENGER ONLY
10.	11:40pm	Vehicle/Passenger	12:00pm	PASSENGER ONLY
11.	12:20pm	Vehicle/Passenger	12:40pm	PASSENGER ONLY
12.	1:00pm	Vehicle/Passenger	1:20pm	PASSENGER ONLY
13.	1:40pm	Vehicle/Passenger	2:00pm	PASSENGER ONLY
14.	2:20pm	Vehicle/Passenger	2:40pm	PASSENGER ONLY
15.	3:00pm	Vehicle/Passenger	3:20pm	PASSENGER ONLY
16.	3:40pm	Vehicle/Passenger	4:00pm	PASSENGER ONLY
17.	4:20pm	Vehicle/Passenger	4:40pm*	PASSENGER ONLY
18.	5:00pm	Vehicle/Passenger	5:20pm	PASSENGER ONLY
19.	5:40pm	Vehicle/Passenger	6:00pm	PASSENGER ONLY
20.	6:20pm	Vehicle/Passenger	-----	----

NOTE: Last public boat coming over to the island – 4:40pm

THE TRUST FOR GOVERNORS ISLAND

COURSEN FERRY SCHEDULE SATURDAY-SUNDAY

SEPTEMBER 8TH – OCTOBER 31ST

Trip	Departs GI	Vessel	Departs BMB	Vessel
1.	6:45am	Vehicle/Passenger	7:00am	Vehicle/Passenger
2.	7:15am	Vehicle/Passenger	7:30am	Vehicle/Passenger
3.	7:45am	Vehicle/Passenger	8:00am	Vehicle/Passenger
4.	8:15am	Vehicle/Passenger	8:30am	Vehicle/Passenger
5.	8:45am	Vehicle/Passenger	9:00am	Vehicle/Passenger
6.	9:15am	Vehicle/Passenger	10:00am	PASSENGER ONLY
7.	10:20am	Vehicle/Passenger	10:40am	PASSENGER ONLY
8.	11:00am	Vehicle/Passenger	11:20am	PASSENGER ONLY
9.	11:40pm	Vehicle/Passenger	12:00pm	PASSENGER ONLY
10.	12:20pm	Vehicle/Passenger	12:40pm	PASSENGER ONLY
11.	1:00pm	Vehicle/Passenger	1:20pm	PASSENGER ONLY
12.	1:40pm	Vehicle/Passenger	2:00pm	PASSENGER ONLY
13.	2:20pm	Vehicle/Passenger	2:40pm	PASSENGER ONLY
14.	3:00pm	Vehicle/Passenger	3:20pm	PASSENGER ONLY
15.	3:40pm	Vehicle/Passenger	4:00pm	PASSENGER ONLY
16.	4:20pm	Vehicle/Passenger	4:40pm*	PASSENGER ONLY
17.	5:00pm	Vehicle/Passenger	5:20pm	PASSENGER ONLY
18.	5:40pm	Vehicle/Passenger	6:00pm	PASSENGER ONLY
19.	6:20pm	Vehicle/Passenger	6:40pm	PASSENGER ONLY
20.	7:00pm	Vehicle/Passenger	-----	----

NOTE: Last public boat coming over to the island - 4:40PM

Governors Island Vehicle Policy

Vehicles can reach Governors Island from the BMB (10 South Street) in Manhattan via our main ferry, the Coursen. There is no vehicle access from Brooklyn.

Failure to adhere to the following vehicle policy could result in vehicle access being revoked for the duration of the program/event and a penalty of up to \$2,000 per violation.

When can I bring a vehicle to the Island?

Governors Island is a vehicle-free environment with limited exceptions for loading-in materials or bringing supplies to the Island. For the safety of visitors, vehicles are only allowed on the ferry before the Island opens to the public. With advance permission from the Trust, vehicles may drive onto the ferry during its regularly scheduled morning runs Monday-Friday at 7, 7:30, 8, 8:30, 9 and 9:30 AM, and Saturday and Sunday at 7, 7:30, 8, 8:30 and 9 AM. *No vehicles will be permitted on the 10 AM or later ferries.*

Subject to availability, the Coursen may be rented from the Trust outside of the Island's normal ferry access hours, including overnight (i.e., 6:30 PM to 6:30 AM on weekdays and 7:30 PM to 6:30 AM on weekends). Event organizers working on the Island may also seek to contract with an independent ferry or vehicle barge provider for supplemental service with prior written consent from the Trust.

What types of vehicles can go on the ferry?

Vehicles for personal use are not permitted on the Island. Every vehicle driving onto the Island must be carrying equipment, supplies or materials. The Coursen can accommodate large vans and trucks, but they must be no more than **12 feet 6 inches high, 55 feet long and under 40 tons.**

How do I get permission to drive a vehicle onto the Island?

Requests to bring a vehicle onto the Island must be received **at least 48 hours in advance, without exception.** For ferry access on Mondays (or Tuesdays after a holiday), the request must be received by **3 PM on Friday.**

To make a request, fill out the vehicle access request form with the following information and email to Governors Island Operations at: coursen.reservations@govisland.org.

1. Time of the ferry you wish to take to Governors Island ("arrival time"). Note that vehicles are only allowed on the ferry Monday-Friday at 7, 7:30, 8, 8:30, 9 and 9:30 AM, and Saturday and Sunday at 7, 7:30, 8, 8:30 and 9 AM.
2. Time of the ferry you wish to take back to Manhattan ("departure time"). Note that vehicles can leave the Island any time during the day, but they require a security escort to the ferry waiting line (see below).
3. Destination on Island
4. Company name
5. Driver name
6. Make and model of the vehicle
7. License plate number
8. Dimensions (height, length and width)

If you need a copy of the request form, please reach out to coursen.reservations@govisland.org.

You will receive an email confirmation that your vehicle is registered for a specific ferry time. Please note that during particularly busy periods delays may occur and your registered ferry time may be subject to change.

What if I will be driving a rental vehicle?

Rental vehicles are allowed. If you don't know the license plate number or make/model prior to your trip to the Island, please complete the request form with the other information and share the remaining info with your contact at the Trust as soon as it's available before arriving at the BMB. Be sure to obtain insurance for your rental vehicle.

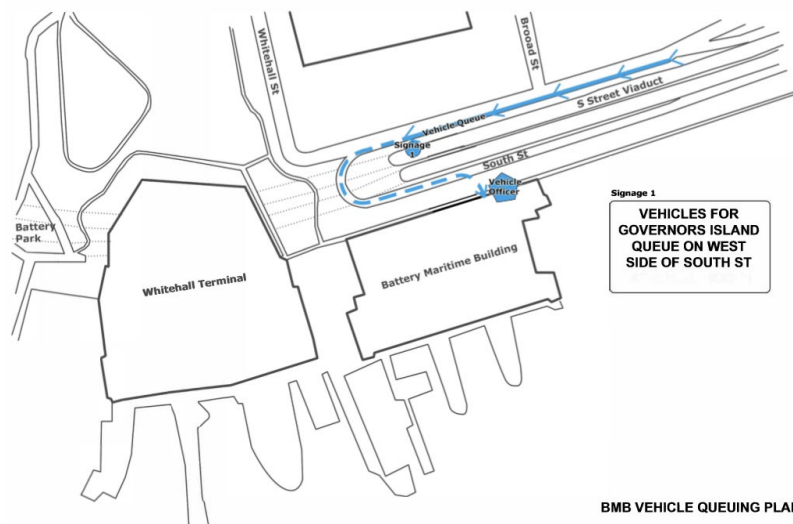
Now that I have permission, how do I get on the ferry?

Step 1. Arrive early

The ferry leaves promptly at the scheduled departure times. To ensure you'll be able to board the ferry at your desired time, please arrive at the BMB (10 South Street) at least 20 minutes early.

Step 2. Join the vehicle queue on South Street

When arriving at the Battery Maritime Building, join the vehicle queue that faces west (toward the Staten Island Ferry terminal) along South Street, across from the BMB. See map below:



Step 3. Follow the instructions of Island staff for boarding

When the ferry is ready for boarding, a member of Island's security team will check in with the driver, ask for your name/company info, and direct you to drive onto the ferry. Island security staff may conduct a search of your vehicle.

While parked on the ferry, drivers must shut off their vehicles and remain inside at all times.

Are there any special rules for driving on Governors Island?

During the public access season, Governors Island is a vehicle-free environment with only limited exceptions for loading-in materials or bringing supplies to the Island. Please follow all rules when driving on the Island:

- Vehicles are permitted to drive unescorted on the Island before 10 AM ONLY; after 10 AM, a security escort is required at all times (see below)
- Follow speed limits: 15 MPH (conditions permitting) on the Island, 3 MPH in BMB and on ferry
- Always keep to the right side of the road
- Follow all traffic signage and directions from Island staff
- Operate only properly registered and insured vehicles

- Vehicles are not allowed to drive on the grass, brick pathways or sidewalks, unless they have special permission from the Trust and approved tire protection.
- Do not stop when driving on/off the ferry at Soissons Landing on Governors Island or inside the BMB in Manhattan for any reason (i.e., to pick up passengers) as this disrupts the flow of traffic and can lead to further delays
- Proceed directly to your designated location on the Island and back to ferry; vehicles are not to be operated on Island to transport persons/material or for errands

How do I call for a security escort?

After 10 AM during the public access season, a security escort is required for driving on Governors Island. To request a security escort, please call the Security Desk at **(212) 809-3299**. Island security will arrive at your location in a golf cart and you will be instructed to follow the escort in your vehicle.

Can I leave my vehicle on the Island overnight?

Vehicles may remain overnight in designated parking areas only, with prior permission from the Trust.

How do I get back to the ferry and leave Governors Island?

Prior to 10 AM, vehicles may proceed to the vehicle queue at Soissons Landing unescorted following the below map. To depart the Island after 10 AM, please call the Security Desk at (212) 809-3299 to request a security escort at least 20 minutes before the ferry is scheduled to leave the Island.

Moving vehicles on Governors Island without an escort is strictly prohibited.

The security escort will bring you to the vehicle queue where you will wait to board the ferry. Please put on vehicle hazard lights when being escorted and be sure to follow all security guard and ferry crew directions while boarding the ferry.

