Documents and Specifications
for Construction of a Living Shoreline Project known as
West Pond Shoreline Restoration
At
Jamaica Bay Wildlife Refuge
Gateway National Recreation Area
In
Brooklyn and Queens, New York

For:
Jamaica Bay-Rockaway Parks Conservancy
A Project of the Fund for the City of New York
11404 Beach Channel Drive
Rockaway Park, NY 11694

Released for Bid: March 3, 2021

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INTRODUCTION

Gateway National Recreation Area is a unit of the National Park Service (NPS), United States Department of the Interior, and is administered under the direction of the Secretary of the Interior, pursuant to the Act of October 27, 1972, 88 Stat. 1308, 16 U.S.C., 460cc et seq. The Jamaica Bay Unit (hereinafter “Unit”) is one operating unit of Gateway National Recreation Area.

The Jamaica Bay-Rockaway Parks Conservancy (JBRPC), a 501c3 nonprofit organization established in 2013, is a project of the Fund for the City of New York (FCNY) dedicated to improving parkland throughout Jamaica Bay and the Rockaway peninsula for local residents and visitors alike. JBRPC obtains project funding from FCNY and is a recognized NPS Partner. The NPS and JBRPC are undertaking a West Pond Shoreline Restoration Project at the Jamaica Bay Wildlife Refuge. The Project will result in design and installation of restoration of the shoreline adjacent to West Pond at the Jamaica Bay Wildlife Refuge and tidal wetland plantings necessary to protect the shoreline in specified areas of the park. The parties are seeking contractors to undertake the below described work:

INSTRUCTIONS TO BIDDERS

1. BIDS
   a. Shall be furnished on the enclosed forms. All blank spaces in the form shall be filled, signed in ink in longhand where designated, and all numbers shall be stated in words and in figures. Only initialed corrections or erasures will be acceptable.
   b. No changes shall be made in the phraseology of the form. No partial bids or any alternative bids not provided for in the form will be considered.
2. DRAWINGS
   a. Drawings accompanying these specifications are entitled, “WEST POND LIVING SHORELINE RESTORATION NATIONAL PARK SERVICE/JBRPC” dated February 1, 2021.
3. THE BIDDER
   a. May obtain an electronic copy of the Plans and Specifications from JBRPC by emailing Alex Zablocki at alex@jbrpc.org with the subject line, “Plans and Specifications Request”.
   b. Shall carefully examine the documents, the drawings and the specifications, shall visit the site and fully inform themselves as to all existing and controlling conditions and limitations including availability of materials and labor. The submission of a bid shall be a representation that he/she has inspected the site and has familiarized his/herself with all of the controlling conditions. Failure to conduct thorough or complete examinations of all provided documents, the drawing, plans, and specifications shall in no way relieve the successful bidder of his/her responsibility for the complete and satisfactory performance of all required work.
   c. Shall state the total bid price for which he will execute and complete the contract base bid in accordance with the drawings, specifications, and the requirements of the Contract. Price quoted shall include federal, or state taxes, if such are applicable.
   d. Shall state that he/she will complete the work of the contract in accordance with the Construction Schedule and/or completion date(s) included as part of the Specifications.
4. THE OWNER
   a. Owner, as shown on the construction drawings and these specifications, shall be defined as the National Park Service.
   b. Reserves the right to reject any and all bids, or to accept any bid in the interest of the Owner. **Additionally, Selected Bidders should note that acceptance of any bid does not constitute approval to proceed as proposed until such time as a contract is awarded and any corresponding written approvals have been issued.**
   c. The following requirements shall be included verbatim in any Contract for the performance of any work or for fulfilling any obligation related to the Project:

   “The Contractor agrees:

   That the National Park Service is a third-party beneficiary of this contract, with all legal rights associated with that status, including the right to enforce the contract.

   To comply with all applicable laws, regulations, rules, orders, and other legal requirements, and NPS policies;

   To comply with the terms and conditions of the Project Development Plan, project implementation plan, or special use permits relating to the Project;

   To follow any NPS order to suspend work and that at any time the NPS may monitor, inspect, or access the construction site and construction-related materials and documents;

   To obtain, and transfer to the NPS from subcontractors, manufacturers or suppliers for work performed and materials furnished all warranties that would be given in normal commercial practice:

   For a period of not less than one year; and
   Executed, in writing, for the benefit of the Partner and the United States;

   To be responsible for all damages to persons or property that occur as a result of the Contractor’s fault or negligence because of, or in any way related to the Project;

   To waive any defense to any claim based on the Contractor’s alleged reliance on the Partner’s or the NPS’s Project monitoring, inspections or tests. All monitoring, inspections or tests are for the benefit of the Partner or the NPS and do not relieve the Contractor of responsibility for (i) providing adequate quality control measures, or (ii) ensuring against damage or loss before Project acceptance. In addition, such monitoring, inspections or tests do not imply acceptance of the Contractor’s work by either the Partner or the NPS, nor does it affect the continuing rights of the Partner or the NPS after acceptance of the Contractor’s work.
That neither the Partner’s nor the NPS’s review, approval, or acceptance of the Contractor’s services nor the Partner’s payment for those services will be construed to operate as a waiver of any rights of the Partner or the NPS, or of any cause of action that the Partner or the NPS may have, and the Contractor will be and remain liable to the Partner and the NPS in accordance with the terms of this Contract and applicable law for all damages for which the Contractor is legally responsible.

That in the event of a conflict between the provisions of this Contract and the provisions of the Partner Design and Construction Agreement between the NPS and the Fund for the City of New York, recognize that the terms of the Partner Design and Construction Agreement control.

To obtain and maintain insurance consistent with the requirements of Article VIII of the Partner Design and Construction Agreement;

That the Contractor has no recourse against the United States with respect to any aspect of construction activities and will not lien any land, structures, fixtures, or improvements associated with this Contract; and

To be jointly and severally liable under this Contract if the Contractor consists of more than one legal entity.”

5. THE SPONSOR
   a. Sponsor, as shown on the construction drawings and these specifications, shall be defined as the Jamaica Bay-Rockaway Parks Conservancy, a project of the Fund for the City of New York.
   b. May, during the bidding period, advise the bidders by addenda, of additions, omissions or alterations in the specifications and drawings. All such changes shall be included in the work covered by the proposal and shall become a part of the specifications as if originally included therein.
   c. Reserves the right to reject any BID if the SPONSOR determines, at its sole discretion, that the Bidder has failed to furnish promptly and properly all the required information, when notified to do so. Failure to identify a project completion date in the proposal shall result in disqualification of the bid.
   d. Reserves the right to verify the qualifications of all bidders. Such qualifications may serve as the basis for acceptance or rejection of bids.
   e. Reserves the right to reject any and all bids, or to accept any bid in the interest of the Sponsor.

6. BID GUARANTEE (BID BOND)
   a. No BID will be considered unless accompanied by a certified check drawn on a solvent clearing house bank, made payable to the Sponsor, in the amount of 5% of the proposal. A satisfactory bid bond will be acceptable in lieu of a certified check.
b. The deposit of the unsuccessful bidders will be returned within 30 days after the opening of the bids. Upon the execution of a formal contract and bond, the bid bond or certified check deposit shall be returned to the successful bidder.

7. CONTRACT SECURITY (PERFORMANCE AND PAYMENT BONDS)
   a. The successful bidder shall deliver to the Owner, an executed Performance Bond and Payment Bond, each in an amount at least equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the contract. The sureties of all bonds shall be such surety company or companies as are approved by the Sponsor, and as are authorized to transact business in the State where the proposed project is located. The bonds shall be approved by the Sponsor prior to execution of the formal contract.

8. BID OPENING
   a. A Mandatory Pre-Bid Meeting will be held on Tuesday, March 9, 2021 at 11:30 a.m. EST. Contact Mary Paist-Goldman at mary@rippledwatersllc.com or at 732-735-3440 for details on how to attend.
   b. Sealed BIDS shall be addressed to:
      Alex Zablocki
      Jamaica Bay-Rockaway Parks Conservancy
      11404 Beach Channel Drive
      Rockaway Beach, NY 11694
      BIDS shall be received by 5:00 p.m. EST on Friday, April 2, 2021 to the above address. Proposals will be publicly opened and read aloud at 5:00 p.m. EST.
1. SCOPE
   a. The work under this Contract includes all labor, materials, equipment and appurtenances required for the complete construction of all items of work necessary or required to make the installation complete and correct in every aspect. Only new materials will be acceptable for use on the project unless otherwise approved by the Owner.

2. GENERAL
   a. The Selected Bidder will be required to comply with all applicable laws, regulations, rules, orders, and other legal requirements, and NPS policies;
   b. All materials and workmanship shall be of the best quality and shall be subject to the approval of the Sponsor. No deviation from the provisions of the detailed Specifications shall be made without written approval of the Sponsor.

3. CONTRACTORS PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE
   a. The Contractor shall at all times maintain and keep in force such insurance as will protect him/her from claims under Workmen’s Compensation Acts.
   b. The Contractor shall, at its own cost, obtain and maintain such insurance as will protect him and the Sponsor and Owner, from any claim for damages or bodily injury, including death, as well as from claims for damage to any property of the Owner, Sponsor, or of the public, which may arise from the operations under this contract, whether such operations be by the Contractor or any Subcontractor retained by said Contractor or by anyone directly employed by them. He/she shall maintain comprehensive general liability insurance with limits of Three million dollars ($3,000,000) bodily injury liability with five million dollars ($5,000,000) property damage liability or equivalent combined single property damage liability or equivalent combined single limits, including independent contractor coverage, products and completed operations coverage, and with full coverage for the perils of collapse and underground. The Contractor shall furnish certificates of insurance with respect to the coverage referred to above, naming the Owner and Sponsor as additionally insured under the policy. Each of the policies shall contain ten (10) days prior notice of cancellation to the Owner/Sponsor.
   c. The contractor shall obtain insurance for his workers as specified by the Longshoreman’s and Harbor Worker’s Compensation Act, as applicable. In addition, the Contractor shall furnish a “Certificate of Insurance” for Marine Compensation Insurance, as applicable.

4. LAWS AND REGULATIONS
   a. The Contractor shall comply with all applicable laws, regulations, rules, orders, and other legal requirements, and NPS policies;

5. SITE INVESTIGATION
   a. The Contractor acknowledges that he/she has undertaken a thorough and complete investigation of the project area and is familiar with the nature and location of the work, the general and local conditions, including but not restricted to those bearing upon project access, disposal, handling and storage of materials, availability of labor, water, electric power, road and uncertainties of weather, tides or similar physical
conditions at the site. Also, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work is the responsibility of the Contractor.

b. The Contractor further acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and sub-surface materials or obstacles to be encountered insofar as the information is reasonably ascertainable from an inspection of the site, including all exploratory work, as well as, from information presented by the Drawing and Specifications made a part of this Contract. Any failure by the Contractor to acquaint itself with the available information will not relieve itself from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Sponsor/Owner assumes no responsibility for any conclusions or interpretations made the Contractor on the basis of the information made available by the Sponsor/Owner. The Sponsor/Owner also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Contract, unless (i) such understanding or representations are expressly stated in the Contract and (ii) the Contract expressly provides that the responsibility therefore is assumed by the Sponsor/Owner. Representations which are not expressly stated in the Contract and for which liability is not expressly assumed by the Sponsor/Owner in the Contract shall be deemed only for the information of the Contractor.

6. PAYMENT
   a. The unit price bid(s) given by the Contractor in his/her bid shall be the only recompense for completing in place the work described in these Plans and Specifications.
   b. The Contractor may request progress payments at timely intervals. Such requests will be paid for the value of work completed less 10%. The Contractor may only request payment for completed work that has been inspected and approved by Representatives of the Sponsor. No payment will be made to the Contractor until payment requests have been reviewed and accepted by the Sponsor and/or their authorized inspector and satisfactory to the funding agent. The final payment will be made within 30 days after final approval and submission of the final invoice.
   c. Items not specifically listed on the bid sheet, but which are incidental to construction shall not be identified as items for separate partial payments to the Contractor. The cost of these items shall be included in the unit price bid(s).
   d. The Contractor warrants that he/she and all of his/her subcontractors have and will have good title to all material and equipment otherwise listed in an Application of Payment, free and clear of all liens, claims, security interests and encumbrances; and he will not permit a Subcontractor to acquire any such material and equipment subject to an agreement under which an interest therein or encumbrances thereon is retained by the seller or otherwise imposed by the Contractor.

7. WORK SCHEDULE
   a. The Contractor shall at the execution of the Contract, notify the Sponsor or the Sponsor’s Representative in writing of the names of any and all Subcontractors proposed for the principal parts of the work. The Sponsor or Sponsor’s Representative may, within a reasonable amount of time, object to the employ of any Subcontractor determined incompetent or unfit.
b. The Contractor will be required to commence work within 10 days after the date of receipt by him/her of the Notice to Proceed, to prosecute said work diligently and to complete the work within **180 calendar days** thereafter adhering to the work restriction times imposed by the State and Federal approval permits. No extension of the working days will be permitted unless approved by the Sponsor or Sponsor’s Representative.

c. Before starting work, the Contractor shall submit to the Sponsor or Sponsor’s Representative for approval an outline of his proposed methods and manner of executing the work, including the means of accessing the site, sequences of operation and a time schedule for performance of Contract work. The Contractor will be permitted to work Monday through Sunday, dawn to dusk. If the contractor desires to carry on work outside these hours, including government holidays, he/she must provide written request to the Sponsor or Sponsor’s Representative for permission, 24 hours prior to the requested work day(s). The work outside regular hours shall cause no additional costs to the Sponsor.

8. **UNSATISFACTORY PROGRESS – CONTRACT CANCELLATION**

   a. If the Contractor shall not properly man the job with proper personnel and construction equipment in sufficient number so as to maintain a reasonable construction rate each and every working day until work is complete, the Sponsor or Sponsor’s Representative shall so notify the Contractor. Thereafter, if Contractor still fails to meet rate of construction requirements or place work in accordance with these Specifications, this shall be sufficient cause for the cancellation of this Contract at date of such default. This decision is the sole discretion of the Sponsor or Sponsor’s Representative. Ten (10) working days after written notice of Contract cancellation shall represent approval for the Sponsor or Sponsor’s Representative to contact the next lowest responsible, qualified bidder to complete the work. All increased costs are to be defrayed by said Contractor, and/or his/her bonding company.

9. **SURVEY**

   a. Horizontal control for the project is shown on the Drawings. The Contractor will be responsible for all layout work. The cost of all/any additional survey work to be performed by the Contractor shall be included in the unit price bid.

   b. Given the time that has passed since the initial surveys were conducted, we are aware of erosion along the berm at the current outfall location. As such, it is required that new topographic survey be completed in this area prior to commencing construction to determine the quantity of additional sand to be placed in this area prior to authorizing the transport of sand from the designated facility.

10. **NECESSARY DETAILS NOT SPECIFICALLY MENTIONED**

   a. All work called for in the Specifications and not shown on the Plans, or shown on the Plans and not called for in the Specifications, shall be furnished and executed by the Contractor as if designated in both these ways. Should any work or materials be required which is not denoted on the Plans and Specifications either directly or indirectly, but which is, nevertheless, necessary for the proper carrying out of the intent thereof, it is understood and agreed that the same is implied and required. The Contractor shall perform such work and furnish such materials as fully as if they were completely delineated and described.
11. NEATNESS
   a. As the work progresses, all rubbish, refuse, and unused materials and tools shall be removed from the site and all work upon completion shall be left in a neat and orderly condition ready for use. Upon work completion, all work areas shall be carefully cleaned up and all excess materials shall be removed from the site by the Contractor as directed.

12. INSPECTION OF WORK
   a. All work shall be subject to inspection by the Sponsor or Sponsor’s Representative or Owner. The Contractor shall perform all work requested and required for this inspection and shall make all work accessible to the Sponsor/Owner or Sponsor/Owner’s Representative at all times.
   b. The work of the Inspector will not include any supervisory duties. Supervisory duties will remain the sole responsibility of the Contractor at all times. The Inspector shall not be responsible for ensuring the Contractor follows all applicable safety regulations. This responsibility remains the sole responsibility of the Contractor.
   c. The Contractor shall be responsible for carrying out the provisions of the contract at all times, regardless whether an authorized Inspector is present or not.
   d. It shall be solely the responsibility of the Contractor to see that the Plans and Specifications are being followed. Failure of the Sponsor or Sponsor’s Representative to immediately reject any unsatisfactory materials or workmanship or to notify the Contractor of his/her deviation from the Specifications shall not relieve the Contractor of his/her responsibility to replace the unsatisfactory work.
   e. Any material or finished work which, in the opinion of the Sponsor or Sponsor’s Representative, does not comply with these Specifications shall be removed by the Contractor and replaced at his/her own cost and expense.

13. SANITARY PROVISIONS
   a. Sanitary conveniences for the use of all persons employed on the work shall be provided and maintained by the Contractor in sufficient manner, in such manner, and at such places as shall be approved. The Contractor shall vigorously prohibit the committing of nuisances at the site of the work. Any employee found violating these provisions shall be discharged and not again employed. Such sanitary conveniences shall be constructed in compliance with all laws, ordinances, or regulations governing the same.

14. UTILITIES
   a. Any utilities encountered during the work shall be maintained and protected in their existing location unless otherwise provided. The Contractor shall cooperate in every way with the owning companies or agencies to make it possible for them to provide uninterrupted service. The Contractor shall contact 811 at least two (2) days prior to construction to allow for marking of existing utilities.
   b. Excavations shall not be started until all gas mains, water mains, and other service mains have been located and flagged by a utility inspector or Engineer if they are present in the work area. If applicable, a gas inspector shall be present on the project at all times whenever excavations are in close proximity to gas mains and/or service lines.
   c. Any existing utilities, including individual house services, in the way of proposed construction, shall be readjusted by the supplying utility company; except where the
utility is publicly owned. The Engineer shall, whenever possible, allow for minor field adjustments in order to expedite the Contract and to prevent unnecessary hardship and expense to any utility company. The Contractor shall notify the utility companies sufficiently in advance of construction to permit ample time to do such work as necessary to provide clearance for the proposed construction. The Contractor shall be responsible for any costs associated with utility relocation and/or protection.

d. All known private or public utility lines within or adjacent to the Contract are shown in their approximate existing locations on the Plans. The Contractor is, however, cautioned that these locations shown are not guaranteed nor is there any guarantee to the Contractor that all lines actually in existence within the Contract limits have been shown on the Plans. The Contractor shall satisfy himself/herself as to the exact locations and extent of all utilities that he/she may encounter in the work.

15. TEMPORARY WATER AND ELECTRIC SERVICE

a. It is the Contractor’s responsibility to provide electricity and water as he/she may require them during construction at the job site. In all cases the Contractor shall provide all necessary temporary facilities and equipment from point of supply to and about the project.

16. PROTECTION OF WORK AND PROPERTY

a. The Contractor shall at all times safely guard the public against, and the Owner’s property from injury or loss in connection with the Contract. He/she shall at all times safely guard and protect the public, his own work and that of adjacent property from damage, loss or injury. All passageways, guard fences, lights, and other facilities required for protection by all authorities or local conditions must be provided and maintained.

b. It is further understood and agreed that loss or damage arising out of the nature of the work to be done under this Contract or from any unforeseen obstruction or difficulties which may be encountered in the performance of the same or from the action of the elements, public or from encumbrances on the line of work from any injury done in consequence of acts or omissions on the part of the Contractor, Subcontractor, their employees, or agents in carrying out any of the provisions or requirements of this Contract shall be borne and assumed by the Contractor.

17. NO WAIVER OF LEGAL RIGHTS

a. The Sponsor or Sponsor’s Representative shall not be precluded or stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment, therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any such measurement, estimate or certificate is untrue or incorrectly made nor that the work or materials do not, in fact, conform to the Contract. The Sponsor or Sponsor’s representative shall not be precluded or stopped notwithstanding any such measurement, estimate or certificate any payment in accordance therewith, from recovering from the Contractor or his/her sureties, or both, such damages as it may sustain by reason of his/her failure to comply with the terms of the Contract. Neither the acceptance of the Engineer, or any other representatives of the Sponsor, nor any payment for or acceptance of the whole or any part of the work, nor any
extension of time, nor any possession taken by the Owner or Owner’s Representative shall operate as a waiver to any portion of the Contract or any power herein reserved, or of any right to damages.

18. FINAL ACCEPTANCE OF WORK
   a. When the Contractor is of the opinion that the project is ready for final inspection and the Sponsor or Sponsor’s Representative concurs, he/she shall request of the Sponsor, in writing, that this final inspection be made. The Sponsor, the Owner, and the Contractor shall then inspect the site and within approximately one week, shall provide in writing to the Contractor a final “punch list” if required. In the event that punch list repairs are required, the Contractor will complete this work in a diligent manner acceptable to the Sponsor and Owner.
   b. If no punch list is required, or upon the satisfactory completion of this work, the Sponsor or Owner shall recommend acceptance of the work and after receipt of signed labor of such final acceptance.

19. WARRANTY
   a. Except to the extent that the contract documents impose greater warranty obligations on the Contractor for all or any part of the work, the contractor warrants for a one (1) year period (unless another period is specified) commencing on the date of substantial completion of the project as a whole or on such other date agreed between the parties:
      i. That the work contains no faulty or imperfect material or equipment or any imperfect, careless, or unskilled workmanship;
      ii. That all mechanical and electrical equipment, machines, devices, etc. shall be adequate for the use to which they are intended, and shall operate with ordinary care and attention in a satisfactory and efficient manner;
      iii. That he/she will re-execute, correct, repair, or remove and replace with proper work without cost to the Sponsor, any work found not to be as guaranteed by this section or otherwise not in conformity with the contract and that he/she will make good all damages to other work or materials in the process of complying with this section;
   b. This Section provides for a period during which the contractor is bound to replace work in addition to being liable for failure to perform the contract in accordance with its terms. Nothing herein release or limits the contractor’s liability for latent defects or for any substantial failure to perform the work in accordance with the contract, even if such defects or failure are discovered after the expiration of the warranty period provided by this section.

20. PERMITS AND LICENSES:
   a. The contractor must be licensed as required by the applicable local, State and Federal laws to conduct the work outlined herein.
   b. Permits are pending for the project and will be provided to the contractor upon bid award or during the bidding process as they are ready.

21. NOTICE TO CONTRACTORS
   a. A Contractor’s Qualification Questionnaire must be executed and filed with the Sponsor prior to the Bid Date if not previously submitted. A copy of the questionnaire is located in the Bid Packet.
22. CONTRACT SECURITY (PERFORMANCE AND PAYMENT BONDS)
   a. Within ten (10) calendar days after receiving the Notice of Acceptance, the successful bidder shall deliver to the Sponsor, an executed Performance Bond and Payment Bond, each in an amount at least equal to one hundred percent of the accepted bid as security for the faithful discharge of the requirements of the contract, when the total bid price is in excess of $100,000. The sureties of all bonds shall be such surety company or companies as are approved by the Owner and as are authorized to transact business in the State where the proposed project is located. The bonds shall be approved by the Sponsor prior to execution of the formal contract.
SUPPLEMENTAL GENERAL CONDITIONS

1. NOTICE TO PROCEED

Unless otherwise notified, the work shall be started at the job site promptly upon receipt of the written notice to proceed and the receipt of an approved contract and shall be performed with such progress as may be necessary to prevent any delay to other contractors, or to the general completion of the project. The work shall be prosecuted at such times and with such forces, materials, and equipment as may be necessary to assure the substantial completion of the work in accordance with the Contract Time. If the work falls behind the Progress Schedule submitted by the Contractor, the Contractor shall employ additional labor and equipment as necessary to bring the work up to schedule.

2. PRECONSTRUCTION CONFERENCE

Before starting the work, a conference will be held to review schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be representatives of the Sponsor, Owner, Contractor, and the Superintendent.

3. LIQUIDATED DAMAGES

Liquidated damages will not be assessed for this project. Contractor is expected to perform under the contract provisions. A performance bond is required for this project, as outlined in other sections of these specifications.

4. CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS

An electronic copy of Contract Drawings and Specifications will be furnished to the Contractor except applicable publications incorporated into the technical provisions by reference. The work shall conform to the Contract Drawings, all of which form a part of these specifications and are available electronically by requesting them from Alex Zablocki at alex@jbrpc.org with the subject line, “Contract Drawings and Specifications Request”.

5. NOTIFICATION TO REGULATORY AGENCIES

The Contractor shall submit written notification to the regulatory agencies at least 10 days before the proposed work begins and again within 10 days after the work is completed as outlined in the permit conditions.

As stated elsewhere in these specifications, copies of all permits received for the project will be provided to the Contractor upon their receipt.

6. PROJECT MEETINGS AND ADMINISTRATION
   a. PROJECT MEETINGS
      i. Contractor shall hold progress meetings at the site once every two weeks at a time suitable to the Sponsor or Sponsor’s Representative. Report progress of work in detail with reference to construction schedules. Each interested
subcontractor will have present a competent representative to report the condition of his/her branch of the work and to receive instructions. The Contractor shall take minutes of meetings and type and distribute them to members of the conference and others interested, within three (3) working days of the meeting.

ii. Contractor shall request all subcontractors to carefully check all drawings and specifications and have representatives present at the first called progress meeting. At this progress meeting, procedure for prosecution of the work will be discussed and any detailed requirements of the drawings and specifications, which are not understood, will be clarified.

b. ADMINISTRATION OF CONTRACT

i. The Contractor shall follow the drawings strictly and execute all work in accordance therewith, and with the kind and quality of materials set forth in the specifications, using the figured dimensions marked in the drawings and not scaled measurements.

ii. The specifications and drawings shall be coordinated, so that any work shown on the drawings and not mentioned in the specifications and vice-versa, shall be executed in the same manner as though mentioned in the specifications and shown on the drawings.

iii. The Contractor shall furnish and install such work and material as may be proper and suitable preparation, basis, support, or finish for the work which is shown or specified, whether or not the same is specifically mentioned in the specifications or shown on the drawings. The Contractor shall be required to make plural and complete the work which is shown single or partially indicated to avoid needless repetition, for the sake of brevity, and for reasons of clarity. In all cases, the intent and meaning of the drawings and specifications, as defined herein, shall be followed. The Contractor shall not avail himself of any errors or omissions therein, should any exist, which may be in conflict therewith. If the Contractor finds a discrepancy between the plans and specifications, he/she shall bring such discrepancy to the attention of the Sponsor or Sponsor’s Representative.

c. PROJECT RECORD DOCUMENTS

i. Documents: Maintain at the job site one copy of all Drawings, Specifications, approved Sediment and Erosion Control Plan Set, Addenda, approved Shop Drawings, Change Orders, Field Orders, Other contract Modifications, and other approved documents submitted to the Contractor in compliance with various sections of the Specifications.

ii. Identification and Maintenance: Each of these Project Record Documents shall be clearly marked, “Project-Record Copy,” maintained in good condition, available at all times for inspection by the Sponsor or Sponsor’s Representative, and not used for construction purposes.

iii. Records:

1. Markup of the most appropriate Document to show:
   a. Significant changes made during the construction process
   b. Significant detail not shown in the original Contract Documents
2. The information given shall include, but shall not be limited to:
   a. The location of internal utilities and appurtenances, referenced to permanent surface improvements.
   b. Any relocation of concealed structural components.
   c. Other changes as directed by the Sponsor or Sponsor’s representative.

3. Keep Project-Record Documents current. Do not permanently conceal any work under the required information has been recorded.

7. DEFAULT AND TERMINATION OF CONTRACT
   a. The Contractor shall be considered in default of his/her Contract and such default will be considered as cause for the Sponsor to terminate the Contract for any of the following reasons if the Contractor:
      i. Fails to begin the work under the Contract within the time specified in the “Notice to Proceed,” or
      ii. Fails to perform the work or fails to provide sufficient workers, equipment or Materials to assure completion of work in accordance with the terms of the Contract, or
      iii. Performs the work unsuitably or neglects or refuses to correct such work as may be rejected as unacceptable and unsuitable, or
      iv. Discontinues the prosecution of work, or
      v. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
      vi. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
      vii. Allows any final judgement to stand against him/her unsatisfied for a period of ten days, or
      viii. Makes as assignment for the benefit of creditors, or
      ix. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

   b. Should the Sponsor or Sponsor’s Representative consider the Contractor in default of the Contract for any reason herein before stated, they shall immediately provide written notice to the Contractor and the Contractor’s surety as to the reasons for considering the Contractor in default and the Sponsor’s intentions to terminate the Contract.

   c. If the Contractor or surety, within a period of ten (10) calendar days after such a notice, does not proceed in accordance therewith, then the Sponsor will, upon written notification from the Sponsor of the facts of such delay, neglect or default and the Contractor’s failure to comply with such notice, have full power and authority without violating the Contract, to take the prosecution of the work out of the hands of the Contractor. The Sponsor or Sponsor’s Representative may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods as in the
opinion of the Sponsor or Sponsor’s Representative will be required for the completion of said Contract in an acceptable manner.

d. All costs and charges incurred by the Sponsor, together with the cost of completing the work under Contract, will be deducted from all monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor and the surety shall be liable and shall pay to the Sponsor the amount of such excess.

8. INDEMNIFICATION

a. The Contractor shall indemnify and hold harmless and defend the Sponsor and Owner and all officials, employees, and servants therefor against any and all claims, suits, actions, or demands of any name or nature for personal injuries or property damage arising out of any error, omission, gross negligence, misconduct or violation of any law on the part of the Contractor, its agents, employees, or servants in the performance of this Contract.
| Attachment | “A” | - | Non-Collusion Affidavit |
| Attachment | “B” | - | Workman’s Affidavit |
| Attachment | “C” | - | Non-Discrimination & Equal Opportunity |
| Attachment | “D” | - | Performance Bond and Payment Bond |
| Attachment | “E” | - | Proposal Form – Units Bid |
| Attachment | “F” | - | Information – Bid Bond |
| Attachment | “G” | - | Contract Form |
| Attachment | “H” | - | Contractor’s Qualifications |
| Attachment | “I” | - | Listing of Subcontractors |
| Attachment | “J” | - | Consent of Surety / Form of Bid Bond |
| Attachment | “K” | - | Insurance Checklist |
| Attachment | “L” | - | New York Business Registration Requirements |
Jamaica Bay-Rockaway Parks Conservancy
A Project of the Fund for the City of New York
ATTACHMENT “A”
NON-COLLUSION AFFIDAVIT

Contract / Bid No. ______________

Name __________________________

State of ________________________

County of _______________________

I state that I am __________________________ of _________________________ ,

(Title) (Name of Firm)

and that I am fully authorized to make this affidavit on behalf of my firm, and its owners, directors, and

officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

NON-COLLUSION STATEMENT – In accordance with Section 139-d of the New York State Finance

Law, if the Contract is awarded based upon the submission of bids, the Bidder must warrant, under

penalty of perjury, that its proposal was arrived at independently and without collusion aimed at

restricting competition. Each bidder must further warrant that, at the time the bidder submitted its

proposal, an authorized and responsible person executed the below:

a. The prices of this bid have been arrived at independently, without collusion, consultation,

   communication, or agreement, for the purposes of restricting competition, as to any matter

   relating to such prices with any other Bidder or with any competitor;

b. Unless otherwise required by law, the prices which have been quoted in this bid have not

   been knowingly disclosed by the Bidder and will not knowingly be disclosed by the

   Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

   c. No attempt has been made or will be made by the Bidder to induce any other person,

      partnership or corporation to submit or not to submit a bid for the purpose of restricting

      completion.

A bid shall not be considered for award nor shall any award be made where a, b, c above have not been complied

with; provided however, that if in any case the bidder(s) cannot make the foregoing certification, the bidder

shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore:

BIDDERS MUST COMPLETE ONE OF THE FOLLOWING STATEMENTS:

I. A. Stockholders or Partners owning 10% or more of the company-submitting bid:

   NAME ____________________________________________

   ADDRESS ____________________________________________

   ____________________________ ____________________________

B. If Stockholder or partner named above is a Corporation than copy this page and complete as if that

Stockholder or partner is submitting bid.
II. No Stockholder or Partner owns 10% or more of the company-submitting bid:

__________________________________________
(Signature and Title)

III. Bid is being submitted by an individual who operates as a sole proprietorship:

__________________________________________
(Signature and Title)

Subscribed and sworn to before me Seal:
this ___ day of ______.

I state that ________________________________ understands and acknowledges that
the above representations of materials are important and will be relied on by the JBRPC in awarding
the contract(s) for which this bid is submitted. I understand and my firm understands that any
misstatement in this affidavit is and shall be treated as fraudulent concealment from the JBRPC or
the true facts relating to the submission of bids for this contract.

__________________________________________
(Name of Company & Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF __________, 20__

__________________________
Notary Public

My Commission Expires ____________
(Date)
JAMAICA BAY-ROCKAWAY PARKS CONSERVANCY
A PROJECT OF THE FUND FOR THE CITY OF NEW YORK

ATTACHMENT “B”
AFFIDAVIT
ACCEPTING PROVISIONS OF THE WORKMEN’S COMPENSATION ACT
CERTIFICATE OF INSURANCE
As such, the successful bidder must submit to the Jamaica Bay-Rockaway Parks Conservancy (JBRPC), a project of the Fund for the City of New York (FCNY) within 10 days after execution of contract by the JBRPC/FCNY any one of the following items:

a. An existing federally approved or sanctioned affirmative action program, or
b. A certificate of Affirmative Action Employee Information Report approval, or
c. An Affirmative Action Employee Information Report (AA302) secured from the Purchasing Agent, or
d. If a construction contract, successful contractor MUST complete Initial Project Manning Report-Construction (AA201).

I have read the forgoing and agree to be bound by the provisions:

_________________________________________  _______________________________________
Date                                                                                       Signature
KNOW ALL MEN BY THESE PRESENTS, that we, ____________________________________________

(Name & Address of Contractor)
as Principal and ____________________________________________ (Surety Company)
a corporation incorporated under the laws of the State of _____________________________ as Surety are

(Name of State)
held and firmly bound onto the Jamaica Bay-Rockaway Parks Conservancy (JBRPC), a project of the
Fund for the City of New York (FCNY), in the full and just sum of $____________________
dollars lawful money of the United States of America, to be paid to the JBRPC/FCNY or its assigns,
to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severely, firmly by these presents.

WHEREAS, the above bounded Principal has entered into a contract with the above Municipality, bearing
even date herewith, for the undertaking of certain obligations as therein set forth.

NOW THEREFORE, the condition of this obligation is such that if the above bounded Principal, as
Contractor, shall in all respects comply with the faithfully perform the terms and conditions of said Contract,
including the Specifications and conditions referred to and made part thereof, and such alterations as may
be made in said specification as therein provided, and shall well and truly, and in a manner satisfactory to
the JBRPC/FCNY fulfill all Obligation shall be void, but otherwise the same shall be and remain in full
force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contract or its specifications
with the express approval of the JBRPC/FCNY or the Principal to the other, shall not in any way release
the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or
assigns from their liability hereunder, notice to the Surety of any such alternation or forbearance being
herby waived.
IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under Seal, pursuant to due and legal action authorizing the same to be done on ________________ (Date of Bond).

Place Seal Here

By: ________________________________
Title: ________________________________

Attest/Witness: ______________________
Contractor
By: ________________________________
Title: ________________________________

Place Seal Here

By: ________________________________
Attest/Witness: ______________________
Surety Company
By: ________________________________
Title: ________________________________

By: ________________________________
Title: ________________________________
The following table provides the quantities and associated unit cost for the proposal for the JBPCC West Pond Shoreline Restoration Project, Queens, New York.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>UNIT</th>
<th>PRICE PER</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRAFFIC CONTROL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traffic Control</td>
<td>1</td>
<td></td>
<td>lump</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SITE PROTECTION/SITE PREP/DEMOLITION</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Initial topographic survey</td>
<td>1</td>
<td></td>
<td>lump</td>
<td></td>
</tr>
<tr>
<td>Removal of Select Existing Plant Materials</td>
<td>1</td>
<td></td>
<td>lump</td>
<td></td>
</tr>
<tr>
<td>Seed free strawbales</td>
<td>7,900</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Silt sock</td>
<td>11,625</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Fencing</td>
<td>500</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Turbidity Curtain</td>
<td>1,310</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dewatering</td>
<td>10</td>
<td>DAY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cofferdam</td>
<td>80</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRADING/EARTHWORK</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stake-out of project site</td>
<td>1</td>
<td></td>
<td>lump</td>
<td></td>
</tr>
<tr>
<td>Screening sand</td>
<td>48,000</td>
<td>CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hauling Fees</td>
<td>48,000</td>
<td>CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grading of sand</td>
<td>48,000</td>
<td>CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Mats- Material Transport and Placement</td>
<td>3,600</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STABILIZATION MEASURES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Riprap for Additional Slope Protection</td>
<td>50</td>
<td>CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coir Logs</td>
<td>1,335</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tree Vanes (installation of provided trees)</td>
<td>6</td>
<td>ea</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coir Bag Dewaterers (installation of provided bags)</td>
<td>40</td>
<td>ea</td>
<td></td>
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<tr>
<td>Subtotal</td>
<td></td>
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<tr>
<td></td>
<td>Qty</td>
<td>Unit</td>
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<tr>
<td>--------------------------------</td>
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<td></td>
</tr>
<tr>
<td>Install Manhole</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install New Pipe</td>
<td>140</td>
<td>lf</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TV inspection of existing pipe</td>
<td>1</td>
<td>lump</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Slip line existing pipe</td>
<td>230</td>
<td>lf</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install New Headwall</td>
<td>1</td>
<td>ea</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Duckbill valve</td>
<td>1</td>
<td>ea</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Slide Gate</td>
<td>1</td>
<td>ea</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install New Outlet Riser</td>
<td>1</td>
<td>lump</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal**

**PLANTING**

| Restoration seeding            | 15,200 | SF  |

**Subtotal**

**MOBILIZATION/DEMOBILIZATION**

| Mobilization to the site       | 1     | lump |
| Demobilization                 | 1     | lump |
| Site Restoration               | 1     | lump |
| As-built survey                | 1     | lump |

**Subtotal**

This proposal is submitted by:

Name: ____________________________ Date ___________

Address: ______________________________________________________________________

Phone: (______)____________________ FAX: (_____)_____________________

Signed: ______________________________________________________________________

ADDITIONAL QUANTITIES SHEET ATTACHED _______________ Date _______
ATTACHMENT “F”
SUMMARY BID INFORMATION

TOTAL BID PROPOSED -------------------------------- $ __________________

Is bid bond in the amount of ten percent (10%) enclosed?  Yes / No (circle one)

Any exceptions to the bid?  If so, please note below:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Name of firm bidding: _________________________________________________________

Address: ___________________________________________________________________

Phone: ___________________________        FAX: ____________________________

Person submitting bid: _______________________________________________________

Responsible Official of Firm Bidding: ___________________________________________

Please Print Name

Responsible Official of Firm Bidding: ___________________________________________

Please Sign Name

Title of Responsible Official: _________________________________________________
Date: ________________

Jamaica Bay-Rockaway Parks Conservancy
11404 Beach Channel Drive
Rockaway Park, NY 11694

Attn: Alex Zablocki:

Listed below is our bid for the West Pond Shoreline Restoration Project as per the enclosed specifications of which I am familiar and agree to adhere to unless otherwise directed by the Jamaica Bay-Rockaway Parks Conservancy (JBRPC) Executive Director or their designee.

Name of Bidding Firm: ________________________________________________________________

Address: __________________________________________________________________________

Phone: ___________________________ FAX: ___________________________

Attachment “G” Summary of Bid Totals

$____________________________

Attest __________________________________________ Bidder’s Signature ______________________

To Be Completed by JBRPC/Fund for the City of New York (FCNY) If Above Named Firm Is Awarded Bid

Accepted by the JBRPC/FCNY on ________________________ day _______ 2021.

Attest __________________________________________ TTC Official ______________________

Title __________________________________________ Title ______________________

Bid Opened: __________________

Bid Awarded: __________________

Bid Advertised: ______ & ________
The signatory of this proposal guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years have you been in business under your present business name?

2. What projects of similar nature has your organization completed? Please use additional paper if necessary.

<table>
<thead>
<tr>
<th>Name, Phone, Owner and Location</th>
<th>Name, Address of Persons in Responsible Charge</th>
<th>Type of Project</th>
<th>Amount of Contract</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

3. Have you or your organization, or partners or officers thereof, failed to complete a municipal, county, and/or state contract or defaulted under any such contract? If so, please explain and list the municipality involved. (Attach a separate sheet, if necessary.)

4. Did you or your organization, or any partners or officers thereof, when the lowest bidder on a municipal, county, and/or state contract, withdraw your bid? If so, please explain. (Attach a separate sheet, if necessary.)
5. Have you or your organization, or any partners therefore been a party to any lawsuit or legal actions, whether of a civil or criminal nature, arising out of or involving bid contacts or the performance thereof? If so, details and disposition of the matter.

6. Are there any unsatisfied judgments recorded against you, your organization or any partners or officers thereof? If so, give details, including the name and the address of each judgment creditor, and the amount of each judgment.

7. Furnish below the names of banks and other financial references from whom can be determined the financial ability of the bidder to carry out this contract.

8. If applicable, itemize equipment owned which you intend to use in the performance of this contract? (Attach separate sheet, if necessary.)

I have read the foregoing questions and the answers, which I have submitted in response there to are true and correct in all respects to the best of my knowledge, information and belief.

(Name and Title)

(Company)

Subscribed and sworn to before me Seal: this__ day of ______.
ATTACHMENT “I”

CONSENT OF SURETY
FORM OF BID BOND

CONSENT OF SURETY

In consideration of the premises and of One Dollar ($1.00), lawful money of the United States, to it in hand paid by the Contractor, the receipt of which is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the person or persons submitting the same as Contractor, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred percent (100%) of the contract price, and if the said Contractor shall omit or refuse to execute such contract if so awarded, it will pay without proof of notice and on demand to the Owner any increase between the sum to which the said Contractor would have been entitled upon the completion of the said Contract and the sum which the said Owner may be obligated to pay to another contractor to whom the contract may afterwards be awarded, the amount in such case to be determined by the bids plus the cost, if any, of the advertising for bids for this work and any administrative, engineering, and legal fees arising from such default, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer, and its corporate seal to thereto affixed this day of , 20 .

(The surety company must attach a corporate acknowledgment and statement of authority).

Surety Company Name:

By

Surety Company Attorney-In-Fact

Print or Type Name of Attorney-In-Fact
FORM OF BID BOND

(To be used in lieu of 10% Certified Check)
KNOW ALL MEN BY THESE PRESENTS, that we the undersigned
____________________ (Name of Principal) as PRINCIPAL, and
____________________ (Name of Surety)
as SURETY, are held and firmly bound unto JBRPC, in the sum of the (penal sum shall be equal to 10% of the Base Bid but not to exceed $20,000) _______DOLLARS lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, that, whereas the Principal has submitted the accompanying bid, dated ________,20 for the West Pond Shoreline Restoration Project.

NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein, to wit: 60 days after the opening of the same, and shall, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the JBRPC in accordance with the bid as accepted, and give performance and payment bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and the payment of all persons performing labor or furnishing materials in connection therewith; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, the Principal shall pay the JBRPC within 30 days after being notified in writing of the award of a contract for said work to another bidder and the amount of said bidder's bid, the difference between the amount specified in the principal’s bid and the amount of the bid of such other bidder, if the latter amount be in excess of the former, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounded 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 proper authority.

In the presence of:

____________________________________     __________________________________
(seal) (Principal)

_____________________________________    __________________________________seal
ATTACHMENT “J”

INSURANCE CHECKLIST

This checklist shows the coverage required by the contract in question. The contractor’s insurance agent must check or initial every line to confirm that the contractor presently has the coverage required, must sign at the bottom, must attach this checklist to the insurance certificate(s), and must return this checklist along with the insurance certificate(s). It will be deemed to be part of the insurance certificate. If any line is not checked the owner may refuse to sign the contract or issue a Notice to Proceed until the deficiency is satisfied.

Owner: National Park Service
Sponsor: Jamaica Bay-Rockaway Parks Conservancy (JBRPC), a project of the Fund for the City of New York (FCNY)
Contract: WEST POND SHORELINE RESTORATION PROJECT

Contractor/Insured:
Insurance Requirements:

Comprehensive General Liability (CGL)
- contractor’s protection
- completed operations
- contractual liability

Policy limits:
- single limit BI and PD
- primary coverage at least $1-mil
- total coverage at least $5-mil

PD coverage includes:
- Broad Form Endorsement
- XCU

CGL is on an occurrence basis

Automobile Liability (Auto)
- owner, hired, and non-owned vehicles

Policy limits:
- single limit BI and PD
- primary coverage at least $1-mil
- total coverage at least $3-mil

All-Risk Builders Risk
- All Risk is in amount at least equal to bid
- All Risk Includes: fire
- extended coverage
- vandalism
- malicious mischief

The following are additional named insured on all coverages:
- NPS (Site Owner), JBRPC/FCNY, and Engineer
- All officers, employees and agents of each of the above
- Deductibles not to exceed $250
- Workers compensation coverage in amount as required by law.
This is to certify that the coverage shown on the attached certificate(s) of Insurance satisfy all of the criteria listed on the above checklist. The above checklist was prepared by me or under my supervision, and at the time I signed below all of the blank lines on the above list had been checked or initialed.

Authorized Representative: ______________________________________________________

Type or Print Name: ____________________________________________________________

Issue Date: __________
ATTACHMENT “K”

NEW YORK CITY BUSINESS REGISTRATION REQUIREMENTS

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates shall collect and remit to the appropriate regulatory authority, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required by regulation, or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.”

The contractor shall include proof of New York City business registration at the time it submits a bid.

The Jamaica Bay-Rockaway Parks Conservancy, a project of the Fund for the City of New York, shall reject all bidders who fail to provide the required New York Business Registration at the time of bid.