



City of Long Beach

**DEPARTMENT OF PUBLIC WORKS
ONE WEST CHESTER STREET
LONG BEACH, NEW YORK 11561**

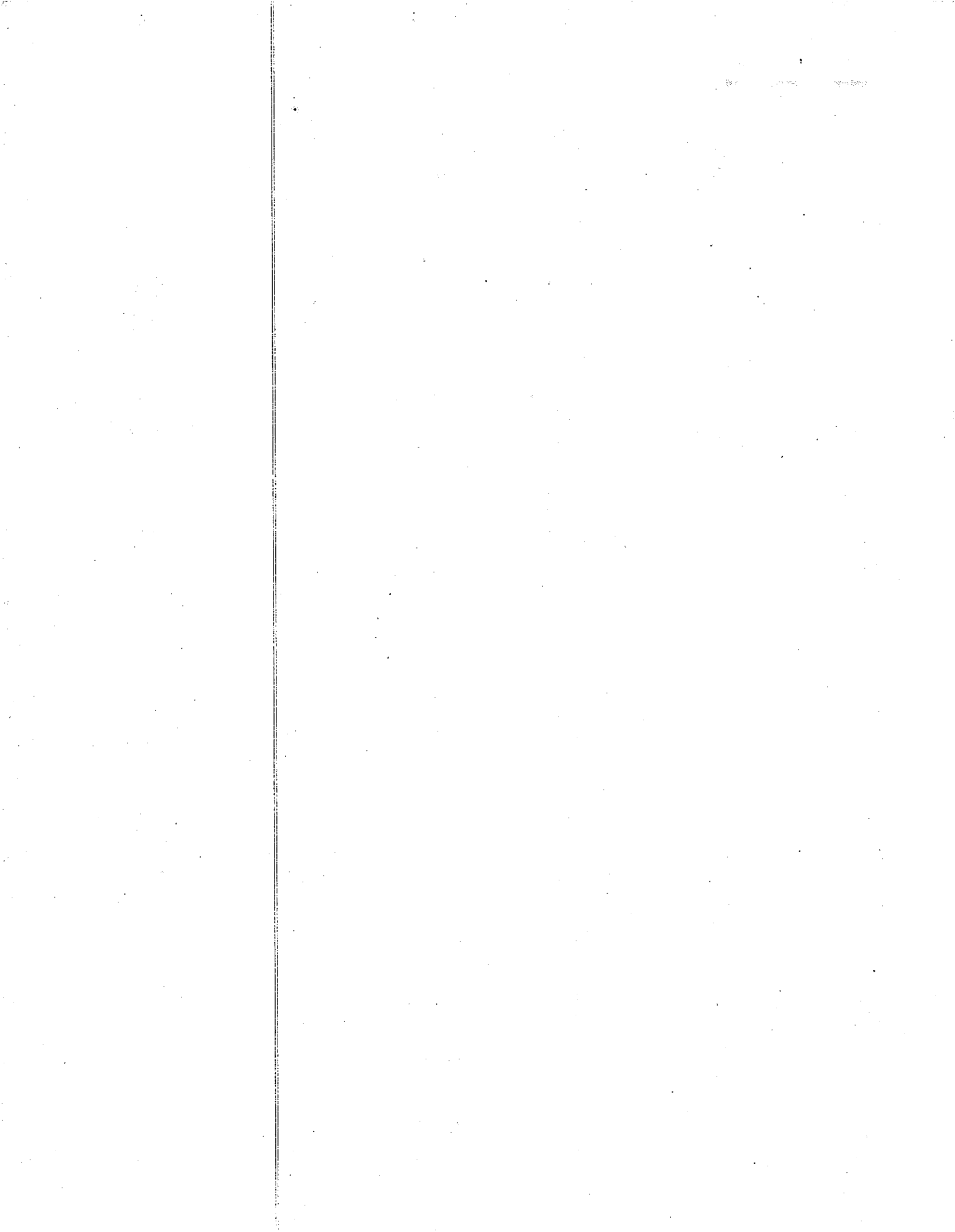
**Tel: (516) 431-1011
Fax: (516) 431-5008**

**PROPOSALS, SPECIFICATIONS, CONTRACT FORMS AND DOCUMENTS
FOR THE
CITY OF LONG BEACH
NORTH SHORE BULKHEAD PROJECT**

Contract No. C.908
Selected Contractor Woodstock Construc. Group, LTD
Resolution No. 82/19
Resolution Date OCTOBER 2, 2019

August, 2019

FRONT (CITY CLERK
LEAD) COPY
ONLY -
NO TECHNICAL
SPECS.





City of Long Beach

NEW YORK 11561

**MICHAEL TANGNEY
CITY MANAGER**

CITY COUNCIL

ANTHONY ERAMO, PRESIDENT

CHUMI R. DIAMOND, VICE PRESIDENT

JOHN BENDO

SCOTT J. MANDEL

ANISSA D. MOORE

**John A. Mirando, P.E.
Commissioner of Public Works**

**Joseph Febrizio
Deputy Commissioner of Public Works**

August 2019



City of Long Beach

NEW YORK 11561

Table of Contents

TABLE OF CONTENTS5

NOTICE TO BIDDERS7

INFORMATION FOR BIDDERS9

PROPOSAL(General)21

PROPOSAL (Schedule of Prices).....22

PROPOSAL (Declaration)33

PROPOSAL (Qualifications of Bidder).....34

PROPOSAL (Declaration) Cont.....38

PROPOSAL-NON-COLLUSIVE BIDDING CERTIFICATE.....42

CONDITIONS OF CONTRACT43

FORM OF CONTRACT73

CONDITIONS OF CONTRACT - NEW YORK LABOR STANDARDS PROVISIONS87

GENERAL SPECIFICATIONS -GENERAL CONSTRUCTION.....98

TECHNICAL SPECIFICATIONS.....113

ATTACHMENTS:

- 1-Apprenticeship Program
- 2-W-9 Form
- 3-New York State Vendor Questionnaire
- 4-New York State Prevailing wage PRC#
- 5-New York State Prevailing Wage
- 6-Federal Davis Bacon Wage Rates
- 7-Federal Labor Standards Provisions HUD Form 4010
- 8-Supplementary Conditions for Contracts (Exhibit E)
- 9-Summary of and Implementation Guidelines for 139-J of the State Finance Law
- 10-M/WBE Utilization Plan
- 11-Section 3 Policy Requirements and Contractor Plan Template
- 12-Sample Project Sign and Instructions
- 13-Detailed Plans on disk



City of Long Beach

NEW YORK 11561

NOTICE TO BIDDERS

PLEASE TAKE NOTE that sealed bids will be received in the Department of Public Works, Room 404, City Hall, Long Beach, New York on, **Thursday, September 5, 2019 at 11:00 a.m.** prevailing time for:

CITY OF LONG BEACH NORTH SHORE BULKHEAD PROJECT

This project is being financed with U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant-Disaster Recovery ("CDBG-DR") funds administered by the NYS Governor's Office of Storm Recovery ("GOSR"). Attention of bidders is particularly called to Section 3 requirements,¹ M/WBE goals, Federal labor standards, Federal and State prevailing wage rates, online reporting requirements using Elation System, Inc. and other requirements included in the GOSR Supplementary Conditions for Contracts. See Instructions to Bidders for additional information.

Plans, Specifications, and Contract Documents may be examined or obtained at the office of the City Engineer, Room 404. A non-refundable deposit of \$50.00 per contract set is required. Checks or Money Orders are to be made payable to the City Treasurer, City of Long Beach, New York.

Each bid must be prepared and submitted in accordance with the Instructions to Bidders and must be accompanied by Bid Security in the form of a certified check, bank check, or bid bond in the amount of ten percent (10%) of the total amount of the bid.

No later than forty-five (45) days after the bid opening, the Municipality shall accept bids or reject all bids. After the bid opening, a bid may not be withdrawn prior to the date that is forty-five (45) days after such bid opening. The Municipality reserves the right to reject any or all bids, and advertise for new bids, if in its opinion the best interest of the Municipality will hereby be promoted.

No bid will be considered from any person who is in arrears to the City, or who is in default as surety or otherwise upon any obligation to the City, nor shall a bid be considered from any contractor whose performance on any previous contract with the City has been unsatisfactory in the opinion of the City Council. A contractor whose performance has been unsatisfactory shall not be deemed a responsible qualified bidder.

Bidders must satisfy themselves by personal examination of the site of the proposed work and shall not at any time after the submission of a bid or proposal, dispute or complain nor assert that there was any misunderstanding in regard to the nature or amount of the work to be performed.

¹ "Section 3" refers to Section 3 from the Housing and Urban Development Act of 1968.



City of Long Beach

NEW YORK 11561

Following agency staff has been designated as contacts for this contract:

Deputy Commissioner of Public Works
Joseph Febrizio
(516) 431-1011

Please note that contracting any other agency staff regarding this contract may be a violation of state or municipal law, rule or regulation, resulting in a determination of contract non-responsibility.

The completion date for this project is 540 days after Bidder receives a notice to proceed with construction from the Municipality.

Liquidated damages will be assessed for each day of delay of the contract in the amount of one thousand (\$1,000) dollars per calendar day.

The successful bidder will be required to furnish a Performance Bond and a Payment Bond in the statutory form of public bonds required by Section 137 of the State Finance Law, each for one hundred percent (100%) of the amount of the Contract.

The following goals for MWBE participation on this project have been established at:

Minority Owned Business Enterprise (MBE)	15%
Women Owned Business Enterprise (WBE)	15%

The Municipality is an Equal Opportunity employer.

A formal pre-bidding meeting will be held on August 22, 2019 11:00 a.m. at the Department of Public Works Office. At such time, any questions or comments regarding the scope of the proposed project will be addressed. In addition, questions or requests for clarification can be directed in writing to the Construction Manager Tetra Tech, care of Joseph Albani at Joe.Albani@tetrattech.com by August 23, 2019. Any reply to such an inquiry, including the initial questions, will be communicated by Addendum on August 30, 2019 to all bidders who have obtained the Contract Documents.

The City reserves the right to reject any and all bids received, to waive informalities and also reserves the right to increase, decrease, omit any portions of the Specification. The City will award the Contract to the lowest responsible bidder qualified by past experience to satisfactorily perform the required work of this contract and furnishing the required security. Any Contractor submitting a bid must be able to proceed with the detailed work immediately upon Notification to Proceed, and must complete all work within the project duration indicated.

City of Long Beach
Nassau County, New York

Robert Agostisi, City Manager
Dated: August 8, 2019



City of Long Beach

NEW YORK 11561

INFORMATION FOR BIDDERS

1. General

- a. The information contained in the public "Notice to Bidders" and in these specifications, together with the data shown on the Contract Plans, shall be construed as part of each bid. No verbal stipulations or qualifications will be given consideration.
- b. Each bid must be made on the form furnished by the City of Long Beach and must be accompanied by a bid security.
- c. The bid must be accompanied by a Bid Guaranty which shall not be less than ten percent (10%) of the total amount bid including all items of overhead. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value) or a Bid Bond. The bid Bond shall be secured by a guaranty or surety company licensed in New York State and listed on most recent copy of Department of the Treasury Federal Register #570.

No bid will be considered unless it is accompanied by the required guaranty. Certified checks, bank drafts or Bid Bonds must be payable to the order of the City Treasurer, City of Long Beach. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contact Documents. Each bid must be submitted on the prescribed forms.

- d. No bid proposal shall be withdrawn, modified, or canceled once it has been submitted. Bids submitted by mail shall be enclosed in a separate sealed envelope containing the Bid and Qualifications addressed to the Commissioner, Department of Public Works, City of Long Beach, Room 404, One West Chester Street, Long Beach, NY 11561.

Use of mail shall be at the Bidder's own risk, and the Bidder shall be responsible for physical delivery of the bid at the time and place set for opening bids.



City of Long Beach

NEW YORK 11561

INFORMATION FOR BIDDERS (Cont.)

- e. The Bid security of the successful bidder will be forfeited to the City of Long Beach as liquidated damages in case of failure of said bidder to enter into a contract and furnish the necessary bond for the execution of the work within ten (10) days after receipt of written notice from the City of Long Beach to do so has been mailed to bidder's address as stated in his Proposal.
- f. The CD disk, containing Proposal, Specifications, Information For Bidders, Contract Plans, Contract Forms and Documents may be obtained and/or examined at the office of the Commissioner, Department of Public Works, City of Long Beach, Room 404 City Hall, Long Beach, N.Y. 11561. All bids are to be submitted in Room 404. A fee of fifty (\$50.00) dollars per contract set is required. Checks or Money orders are to be payable to the City Treasurer, City of Long Beach, New York.

2. Verbal Answers and Addenda

- a. The City, its agents, servants, employees, or Engineers shall not be responsible in any manner for verbal answers to inquires made regarding the meaning of the Contract Drawings, Specifications or Contract Documents prior to the awarding of the contract.
- b. Every request for such an interpretation shall be made in writing to the Engineer. Any inquiry received seven (7) or more days prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an Addendum to the Contract Documents and when issued will be on file in the office of the Engineer and copies will be faxed or emailed to all prospective Bidders. It shall, however, be the Bidder's responsibility to make inquiry before bids are received as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda.

3. Inspection of Site

- a. Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to the work required under this contract and the restrictions attending the performance of the Contract. The Bidder shall examine and familiarize himself with the Contract Drawings, Specifications, and all other Contract Documents.



City of Long Beach

NEW YORK 11561

The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or visit the site and acquaint himself with the conditions there existing and the City will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof. The City makes no representation as to the accuracy of materials and types of the structures, including the equipment, fixtures and other property, and the Bidder is obligated to check the accuracy thereof.

- b. Bidders by satisfying themselves by personal examination of the location of the proposed work and of the actual conditions and requirements of the work shall not, at any time after the submission of the Proposal, dispute or complain of such estimate or assert that there was any misunderstanding in regard to the nature of the work to be done.

4. Form of Proposal

- a. The Proposals must be submitted on the forms furnished by the City. Failure to use said Form of Proposal, inclusion of bids not requested or the exclusion of any bid requested may result in rejection of the bid. **The bid document shall include pages 21 – 42, including New York State Vendor Questionnaire, attachment at end of book.**
- b. No Proposal shall be received by the City unless the bidder tendering it is known to be skilled in work of a similar nature to that as detailed in the Proposal.
- c. Bidders must submit their Proposal upon the following express conditions, which shall apply to and become part of each Proposal received.
 - i) Bids will be compared by total amounts, which shall be the sum of the products of the quantities, if any multiplied by the unit price bid for the various items; with due consideration being given to lump sum prices bid or unit price for contingent items, if any. Unbalanced bids may not be accepted.
 - ii) Each bidder shall fill out in ink, in both words and figures, in the spaces provided, his unit or lump sum bid, as the case may be, for each item in the Proposal. The unit or lump sum price, in words, shall be considered correct.



City of Long Beach

NEW YORK 11561

- iii) All corrections made by the Contractor on the Proposal shall be done in ink by lining out the Contractor's original entry, then entering the new words or numbers and initialing after the last word or number entered.

5. Envelopes

All proposals must be submitted in a sealed envelope, which, in addition to the proposal, shall contain a certified check or bid bond.

6. Subcontractors

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the City of Long Beach

7. Name of Bidder

Each Bidder must state in the Proposal his full name and business address, telephone number, and treasury number, and the full name, home address, social security number of every person, firm or corporation interested therein and the address, of every person or firm or president and secretary of every corporation interested with him. If no other person, firm or corporation were so interested, he must affirmatively state such fact. The Bidder must also state that: "the proposal is made without any connection, directly or indirectly, with any Bidder for the work mentioned in his proposal and is, in all respects, without fraud or collusion; he has inspected the site of proposed work; he has examined the Conditions of Contract, Specifications, Contract Drawings and Information for Bidders; no person acting for or employed by the City of Long Beach, or is directly or indirectly interested therein, or in the supplies or work to which it relates or in any portion of the prospective profit thereof : he proposes and agrees if his Proposal or bid are accepted, to execute contract with the City of Long Beach to perform the work mentioned in the Conditions of Contract Specifications attached; and the amount he will accept in full payment".



City of Long Beach

NEW YORK 11561

Any subsequent change of subcontractor or agreed upon amount to be paid to each subcontractor must be approved by the City, upon a showing of "legitimate construction need" for the change, which must be open to public inspection. The term "legitimate construction need" is defined to include, but not be limited to (1) a change in project status as determined pursuant to Labor Law 222(2)€, relative to project labor agreements, of (4) a situation in which the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract.

8. Time for Receiving Bids

- a. Bids received prior to time of opening will be securely kept unopened. The officer whose duty is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of other bids is completed, and it is shown to the satisfaction of the City that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.
- b. Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for Receipt of Bids, provided such telegraphic communication is received prior to the closing time, and, provided further, the City is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification. All telegraphic communications shall be addressed to the Commissioner, Department of Public Works.

Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

9. Opening of Bids

At the time and place fixed for opening of bids, the City will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons interested may be present, in person or by representative.



City of Long Beach

NEW YORK 11561

10. **Withdrawal of Bids**

Bids may be withdrawn on before bid opening written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided, that written confirmation or any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned.

11. **Collusive Agreement**

- a. Each Bidder submitting a bid for any portion of the work contemplated by the documents on which bidding is based shall execute, and attach thereto, an affidavit substantially in the form herein provided, as well as the Statement of non-collusion, herein also provided, pursuant to Section 103.d of the General Municipal Law of New York, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted.
- b. Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor for approval by the Engineer and affidavit substantially in the form prescribed in the Contract Documents.

12. **Award of Contract - Rejection of Bids**

The prices bid, covering the various items of each Contractor, will be the basis of award of contract, with due consideration for the time of construction either as stated by the City or if stated by the Bidder to be different from that stipulated by the City. If discrepancies exist, the written (in words) unit price shall govern and the figure will be corrected to reflect the correct total bid for various items. Lump sum prices written in words shall govern.



City of Long Beach

NEW YORK 11561

- a. The Contract will be awarded to the lowest responsible Bidder complying with the conditions of the Notice To Bidders provided such Bid is reasonable and it is to the best interests of the City. The City, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.
- b. The City reserves the right to consider a Bidder unqualified if he cannot demonstrate that he has or can perform with his own forces the major portions of the work involved in the project.
- c. The City also reserves the right to reject the bid of any Bidder, who has previously failed to perform properly, or to complete on time, contracts of a similar nature, who is not in a position to perform the Contract, or who has without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material men, or employees. In determining the lowest responsible Bidder, the following matters in addition to those abovementioned, will be considered: Whether the bidder involved (1) maintains a permanent place of business; (2) has adequate plant equipment available to do the work properly and expeditiously; (3) has suitable financial resources to meet the obligations incident to work; (4) has appropriate technical experience.
- d. The ability of any Bidder to obtain a performance bond will not be regarded as the sole test of such Bidder's competency or responsibility.
- e. The City will not award the Contract to any Contractor who is, at the time, ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable City, County or State Laws.

13. Execution of Agreement, Performance and Payment Bond

- a. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute the Agreement in the form include in the Contract Documents in three (3) copies.



City of Long Beach

NEW YORK 11561

- b. The Bidder to whom a contract is awarded, together with the sureties offered by him, shall attend at the office of the Corporation Counsel, within (10) days, Saturdays, Sundays, and City Holidays excluded, after the date of notification, by certified mail, or acceptance of his Proposal and there sign the Contract for the work and furnish the approved security in an amount equal to the full amount of the Contract for its performance and maintenance.
- c. Coincident with the signing of the contract, shall be submitted as required with the executed agreements and shall be the statutory form of Public Bonds required by section 137 of the State Finance Law. The successful Bidder shall execute a Performance Bond and a Payment Bond, each underwritten by a reliable, solvent surety company and listed on the latest copy of the Department of the Treasury Federal Register #570 in the full amount of one hundred percent (100%) of the accepted bid. The form and other features of the bond shall meet the approval of the City. The surety Company shall be responsible for the Contractor's guaranteeing to the City the faithful performance of the contract, payment of all just claims for materials, labor and wages in connection therewith. The Payment Bond shall provide security for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services, employed or used by him in performing the work. Such bonds shall be in the same form as that included in the Contract Documents, or such other form as is acceptable to the City, and shall bear the same date as, or a date subsequent to, the date of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond or bonds. A guaranty or surety company licensed in the State of New York shall sign this bond, or bonds
- d. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten (10) days after notification by certified mail to appear for signing of contract(s), or within such extended period as the City may grant, based upon reasons determined sufficient by the City, shall constitute a default, and the City may either award the Contract to the next lowest responsible Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by re-advertising the defaulting Bidder shall have no claim against the city for a refund.



City of Long Beach

NEW YORK 11561

14. Insurance

Special attention is called to GOSR insurance requirements contained in the GOSR Supplementary Conditions for Contracts.

- 15. Reporting Requirements** – Special attention is called to GOSR reporting requirements. GOSR has adopted the Elation Systems, Inc. web-based compliance management system to assist with Labor Compliance (Davis-Bacon), Minority and Women Owned Business (M/WBE) and Section 3 reporting requirements. The Contractor and its subcontractors must utilize the Elation Systems to satisfy reporting requirements. To this end the Contractor and its subcontractors will be required to register with Elation Systems, Inc. and to attend online training on the use of the system.

16. Liquidated Damages

- a. The successful Bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the City as liquidated damages for such failure or refusal, the security deposited with his bid.
- b. Bidder agrees to commence work on or before a date to be specified in a written "Notice to Proceed" and to fully complete his work on or before the prescribed completion date. The Bidder also agrees to pay as liquidated damages, the sum of one thousand (1000) dollars for each consecutive calendar day thereafter the work remains uncompleted.

17. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

18. Notice of Special Conditions

Attention is particularly called to those parts of the Contract Documents and Specifications, which deal with the following:

- a. Inspection and testing of materials.
- b. Insurance requirements.
- c. Wage rates.
- d. Stated allowances.



City of Long Beach

NEW YORK 11561

19. **Conditions of Work**

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligations to furnish all material and labor necessary to carry out the provisions of his contract. In so far as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

20. **Hiring of Local Labor**

The maximum feasible employment of local labor is covered in Employment of Local Labor Section of the General Conditions.

21. **Labor Requirements**

This project includes both State and Federal prevailing wages. If Federal Davis-Bacon wage rates differ from the New York State prevailing wage rates, then the higher of the two rates shall apply and be paid to eligible workers.

22. **M/WBE**

Special attention is directed to the M/WBE requirements contained in the GOSR Supplementary Conditions for Contracts (attached hereto as Appendix A to the General Conditions) and the Supplementary Instructions to Bidders for Participation by Minority and Women Owned Business Enterprises (attached hereto as Appendix B to the General Conditions). All bidders must submit an M/WBE Utilization Plan with their bid that utilizes enterprises identified in the New York State Minority and Women-Owned Business Enterprises Directory of Certified Firms in order to promote and assist the participation of certified M/WBEs in an amount equal to fifteen percent (15%) minority-owned business enterprises ("MBE") and fifteen percent (15%) women-owned business enterprise ("WBE") of the total dollar value of the contract. The successful bidder shall use good faith efforts to solicit active participation by such M/WBEs in accordance with the Contract Documents and the submitted M/WBE Utilization Plan. The Contractor agrees to be bound by the provisions of Section 316 of Article 15-A of the Executive Law, which pertain to enforcement of Article 15-A.

All bidders must submit an M/WBE Utilization Plan with their bid.



City of Long Beach

NEW YORK 11561

23. Section 3 Requirements

Special attention is directed to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly person who are recipients of HUD assistance for housing. A sample Section 3 Plan is included in the Contract Documents. The successful bidder will be required to submit a Section 3 Plan as a condition of contract award.

24. Vendor Responsibility

The New York State Vendor Responsibility Questionnaire For-Profit (CCA-2) shall be submitted by the apparent low bidder to the Owner as a condition of contract award.

25. Pre-Bid Meeting (Not in Contract)

All prospective Bidders will be invited to attend a Pre-Bid walkthrough scheduled for **August 22, 2019 11:00 a.m. at the Department of Public Works Office.** At such time, any questions or comments regarding the scope of the proposed project will be addressed.

26. Qualification of Bidders

In the consideration and acceptance of any proposal, the City shall be entitled to exercise every measure of lawful discretion evaluating the financial history and ability of the proposer and his past performance in ventures of this or similar nature. Such data will be considered either as a material or controlling factor in the acceptance of any bid submitted. All Contractors will be required to provide information regarding their qualification as outlined in the enclosed PROPOSAL section.



City of Long Beach

NEW YORK 11561

NO TEXT THIS PAGE



City of Long Beach

NEW YORK 11561

PROPOSAL (General)

Place: _____

Bid Date: _____

Long Beach Contract No: _____

Proposal of _____ (hereinafter called
“Bidder”) (either a corporation, organized and existing under the laws of the State of
_____, or a partnership, joint venture or an individual) doing business as
_____.*

To the City Council of the City of Long Beach (hereinafter called “Owner”)

Gentlemen:

The Bidder, in compliance with your Notice to Bidders for:

NORTH SHORE BULKHEAD PROJECT

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to complete the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

- Insert corporation, partnership, joint venture or individual as applicable.



City of Long Beach

NEW YORK 11561

PROPOSAL (Schedule of Prices) - Cont.

The undersigned further declares that the only person, persons, company or parties interested in this Proposal as principals are named herein; that he has carefully examined all contract forms and plans; that he has made a personal examination of the site of the proposed work and such investigations as are necessary to determined the character of the materials to be encountered, and he proposes and agrees that if this Proposal is accepted, he will contract with the City of Long Beach, to provide the necessary machinery, tools apparatus and other means of construction, and all materials and labor called for by the said Contract, Plans and Specifications, including all Addenda issued prior to the date of opening of the Bids (except for Addendum enclosing Prevailing Wage Rates which may be issued after such date) or necessary to complete the work in the manner and within the time set forth in the Contract, Plans and Specifications, for the lump sum price set forth in the following Schedule of Prices:

WEST PROJECT SEGMENT INCLUDING STREET ENDS AND WEST BAY DRIVE:

ITEM NO.	ESTIMATED QUANTITIES	ITEM OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICES IN FIGURES DOLLARS CENTS	TOTAL AMOUNT IN FIGURES DOLLARS CENTS
1	602 LINEAR FEET	PARTIAL DEMOLITION OF EXISTING NAVY WALL BULKHEAD Dollars and Cents/LF		
2	189 LINEAR FEET	EVERCOMP 47.5 FRP SHEET OR EQUAL BULKHEAD W/ ACCOMPANYING APPERTENANCES, CONTROLLED LOW STRENGTH INFILL, AND CONNECTIONS TO EXISTING BULKHEADS Dollars and Cents/LF		



City of Long Beach

NEW YORK 11561

PROPOSAL (Schedule of Prices) - Cont.

The undersigned further declares that the only person, persons, company or parties interested in this Proposal as principals are named herein; that he has carefully examined all contract forms and plans; that he has made a personal examination of the site of the proposed work and such investigations as are necessary to determine the character of the materials to be encountered, and he proposes and agrees that if this Proposal is accepted, he will contract with the City of Long Beach, to provide the necessary machinery, tools apparatus and other means of construction, and all materials and labor called for by the said Contract, Plans and Specifications, including all Addenda issued prior to the date of opening of the Bids (except for Addendum enclosing Prevailing Wage Rates which may be issued after such date) or necessary to complete the work in the manner and within the time set forth in the Contract, Plans and Specifications, for the lump sum price set forth in the following Schedule of Prices:

WEST PROJECT SEGMENT INCLUDING STREET ENDS AND WEST BAY DRIVE:

ITEM NO.	ESTIMATED QUANTITIES	ITEM OF WORK WITH UNIT PRICES WRITEN IN WORDS	UNIT PRICES IN FIGURES DOLLARS CENTS	TOTAL AMOUNT IN FIGURES DOLLARS CENTS
1	602 LINEAR FEET	PARTIAL DEMOLITION OF EXISTING NAVY WALL BULKHEAD <u>One hundred twenty Dollars and Cents/LF</u> five dollars zero cents	125. ⁰⁰	75,250. ⁰⁰
2	189 LINEAR FEET	EVERCOMP 47.5 FRP SHEET OR EQUAL BULKHEAD W/ ACCOMPANYING APPERTENANCES, CONTROLLED LOW STRENGTH INFILL, AND CONNECTIONS TO EXISTING BULKHEADS <u>One thousand four hundred Dollars and Cents/LF</u> hundred dollars zero cents	1,400. ⁰⁰	264,600. ⁰⁰



City of Long Beach

NEW YORK 11561

PROPOSAL (General)

Place: Long Beach, NY

Bid Date: 9/5/19

Long Beach Contract No: North Shore Bulkhead Project

Proposal of Woodstock Construction Group, LTD. (hereinafter called

“Bidder”) (either a corporation, organized and existing under the laws of the State of New York, or a partnership, joint venture or an individual) doing business as

Woodstock Construction *
Group, LTD.

To the City Council of the City of Long Beach (hereinafter called “Owner”)

Gentlemen:

The Bidder, in compliance with your Notice to Bidders for:

NORTH SHORE BULKHEAD PROJECT

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to complete the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

- Insert corporation, partnership, joint venture or individual as applicable.



City of Long Beach

NEW YORK 11561

ITEM NO.	ESTIMATED QUANTITIES	ITEM OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICES IN FIGURES DOLLARS . CENTS	TOTAL AMOUNT IN FIGURES DOLLARS . CENTS
3	504 LINEAR FEET	EVERCOMP 47.5 FRP SHEET OR EQUAL BULKHEAD W/ WALER, HELICAL ANCHORS, ACCOMPANYING APPERTENANCES, CONTROLLED LOW STRENGTH INFILL, AND CONNECTIONS TO EXISTING BULKEADS <u>One thousand Six</u> Dollars and Cents/LF <u>hundred dollars zero cents</u>	1,600. ⁰⁰	806,400. ⁰⁰
4	0 LINEAR FEET	EVERCOMP 80.5 FRP SHEET OR EQUAL BULKHEAD W/ WALER, HELICAL ANCHORS, ACCOMPANYING APPERTENANCES, CONTROLLED LOW STRENGTH INFILL, AND CONNECTIONS TO EXISTING BULKEADS Dollars and Cents/LF	X	NIC
5	0 LINEAR FEET	EVERCOMP 80.5 FRP SHEET OR EQUAL BULKHEAD W/ ACCOMPANYING APPERTENANCES, CONTROLLED LOW STRENGTH INFILL, AND CONNECTIONS TO EXISTING BULKEADS Dollars and Cents/LF	X	NIC
6	693 LINEAR FEET	TIMBER PILE CAP <u>Seventy five dollars</u> Dollars and Cents/LF <u>zero cents</u>	75. ⁰⁰	51,975. ⁰⁰
7	2,400 LINEAR FEET	INSTALL REINFORCED CONCRETE CAP AND REMOVE AND RE-INSTALL EXISTING BULKHEAD HANDRAIL <u>Three hundred dollars</u> Dollars and Cents/LF <u>zero cents</u>	300. ⁰⁰	720,000. ⁰⁰
8	0 LINEAR FEET	CUT EXISTING BULKHEAD 4" BELOW GRADE AND BACKFILL Dollars and Cents/LF	X	NIC



City of Long Beach

NEW YORK 11561

ITEM NO.	ESTIMATED QUANTITIES	ITEM OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICES IN FIGURES DOLLARS CENTS	TOTAL AMOUNT IN FIGURES DOLLARS CENTS
9	1,067 SQUARE YARD	LOAM AND SEED <u>Thirty five dollars</u> Dollars and Cents/SY Zero cents	35. ⁰⁰	37,345. ⁰⁰
10	28,700 SQUARE FEET	PRESSURE WASH BULKHEAD <u>Five dollars zero</u> Dollars and Cents/SF Cents	5. ⁰⁰	143,500. ⁰⁰
11	25,500 SQUARE FEET	SEASHIELD 525 EPOXY <u>Twenty dollars</u> Dollars and Cents/SF Zero cents	20. ⁰⁰	510,000. ⁰⁰
12	3,700 SQUARE FEET	SEASHIELD SPLASHZONE EPOXY <u>Fifty dollars zero</u> Dollars and Cents/SF Cents	50. ⁰⁰	185,000. ⁰⁰
13	700 LINEAR FEET	REMOVE EXISTING FENCE <u>Twenty five dollars</u> Dollars and Cents/LF Zero cents	25. ⁰⁰	17,500. ⁰⁰
14	39 EACH	CORE CONC, FURNISH AND INSTALL TRAFFIC SIGNAGE POSTS <u>Five hundred dollars zero</u> Dollars and Cents Cents	500. ⁰⁰	19,500. ⁰⁰
15	1 EACH	REPLACE EXISTING 36" TIDE VALVE WITH INLINE CHECK VALVE <u>Forty five thousand dollars</u> Dollars and Cents Zero cents	45,000. ⁰⁰	45,000. ⁰⁰
16	5 EACH	CUT EXISTING BLOWOFF VALVE, INSTALL NEW VALVE IN STREET <u>Five thousand dollars</u> Dollars and Cents Zero cents	5,000. ⁰⁰	25,000. ⁰⁰



City of Long Beach

NEW YORK 11561

ITEM NO.	ESTIMATED QUANTITIES	ITEM OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICES IN FIGURES DOLLARS CENTS	TOTAL AMOUNT IN FIGURES DOLLARS CENTS
17	1 EACH	NEW 36" OUTFALL PIPE <u>Ten thousand dollars</u> Dollars and Cents Zero cents	10,000. ⁰⁰	10,000. ⁰⁰
18	1 EACH	RAISE EXISTING BLOW-OFF VALVE <u>Three thousand five hundred dollars</u> Dollars and Cents Zero cents	3,500. ⁰⁰	3,500. ⁰⁰
19	2,491 LINEAR FEET	DEMO EXISTING BULKHEAD CAP <u>Fifty dollars</u> Dollars and Cents/LF Zero cents	50. ⁰⁰	124,550. ⁰⁰
20	25 EACH	EXISTING SHEETPILE HOLE REPAIR <u>Three thousand five hundred dollars</u> Dollars and Cents Zero cents	3,500. ⁰⁰	87,500. ⁰⁰ 87,500.⁰⁰
21	500 LINEAR FEET	CONCRETE CURB <u>Fifty dollars</u> Dollars and Cents/LF Zero cents	50. ⁰⁰	25,000. ⁰⁰
22	1,000 SQUARE FEET	ASPHALT REPAIR <u>Ten dollars</u> Dollars and Cents/SF Zero cents	10. ⁰⁰	10,000. ⁰⁰
23	900 SQUARE FEET	CONCRETE SIDEWALK REPAIR <u>Twenty five dollars</u> Dollars and Cents/SF Zero cents	25. ⁰⁰	22,500. ⁰⁰
24	LUMP SUM	EROSION, SEDIMENTATION CONTROL, AND RESTORATION <u>Fifty thousand dollars</u> Dollars and Cents Zero cents	50,000. ⁰⁰	50,000. ⁰⁰
25	LUMP SUM	VIBRATION MONITORING <u>Forty five thousand dollars</u> Dollars and Cents Zero cents	45,000. ⁰⁰	45,000. ⁰⁰



City of Long Beach

NEW YORK 11561

ITEM NO.	ESTIMATED QUANTITIES	ITEM OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICES IN FIGURES DOLLARS CENTS	TOTAL AMOUNT IN FIGURES DOLLARS CENTS
26	LUMP SUM	MAINTENANCE OF TRAFFIC <u>Fifty thousand dollars Dollars and Cents</u> <u>zero cents</u>	50,000. ⁰⁰	50,000. ⁰⁰
27	LUMP SUM	AS-BUILT CONDITIONS SURVEY <u>Thirty thousand dollars Dollars and Cents</u> <u>zero cents</u>	30,000. ⁰⁰	30,000. ⁰⁰
28	LUMP SUM	CONTINGENCY TWO HUNDRED FIFTY THOUSAND <u>Dollars and Cents</u>	\$250,000	\$250,000

WEST SEGMENT BASE BID W/ CONTINGENCY:

Total Price in Words: Three million six hundred nine thousand Dollars
one hundred twenty
 AND zero Cents

Total Price in Figures \$ 3,609,120.⁰⁰

ADDITIVE ALTERNATIVE BID*				
ITEM NO.	ESTIMATED QUANTITIES	ITEM OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICES IN FIGURES DOLLARS CENTS	TOTAL AMOUNT IN FIGURES DOLLARS CENTS
ALT-1	693 LINEAR FEET	FRP PILE CAP <u>one hundred dollars Dollars and Cents/LF</u> <u>zero cents</u>	100. ⁰⁰	69,300. ⁰⁰

*The Additive Alternative Bid shall replace Item 6 if accepted. Unit price and total are the difference between that of Alt-1 and Item 6, i.e. if Alt-1 is less expense the price difference as a negative number.



City of Long Beach

NEW YORK 11561

ITEM NO.	ESTIMATED QUANTITIES	ITEM OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICES IN FIGURES DOLLARS CENTS	TOTAL AMOUNT IN FIGURES DOLLARS CENTS
23	0 SQUARE FEET	CONCRETE SIDEWALK REPAIR Dollars and Cents/SF	X	NIC
24	LUMP SUM	EROSION, SEDIMENTATION CONTROL, AND RESTORATION Fifty thousand dollars Dollars and Cents zero cents	50,000. ⁰⁰	50,000. ⁰⁰
25	LUMP SUM	VIBRATION MONITORING Sixty thousand dollars Dollars and Cents zero cents	60,000. ⁰⁰	60,000. ⁰⁰
26	LUMP SUM	MAINTENANCE OF TRAFFIC Fifty thousand dollars Dollars and Cents zero cents	50,000. ⁰⁰	50,000. ⁰⁰
27	LUMP SUM	AS-BUILT CONDITIONS SURVEY Thirty thousand dollars Dollars and Cents zero cents	30,000. ⁰⁰	30,000. ⁰⁰
27	LUMP SUM	CONTINGENCY TWO HUNDRED FIFTY THOUSAND Dollars and Cents	\$250,000	\$250,000



City of Long Beach

NEW YORK 11561

EAST SEGMENT BASE BID W/ CONTINGENCY:

Total Price in Words: Six million two hundred ninety seven thousand one hundred forty Dollars
AND zero Cents

Total Price in Figures \$ 6,297,140.⁰⁰

ADDITIVE ALTERNATIVE BID				
ITEM NO.	ESTIMATED QUANTITIES	ITEM OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICES IN FIGURES DOLLARS CENTS	TOTAL AMOUNT IN FIGURES DOLLARS CENTS
ALT-1	3,464 LINEAR FEET	FRP PILE CAP Dollars and Cents/LF	100. ⁰⁰	346,400. ⁰⁰

*The Additive Alternative Bid shall replace Item 6 if accepted. Unit price and total are the difference between that of Alt-1 and Item 6, i.e. if Alt-1 is less expense the price difference as a negative number.

TOTAL BASE BID W/ CONTINGENCY (EAST AND WEST COMBINED):

Total Price in Words: Nine million nine hundred six thousand two hundred sixty Dollars
AND zero Cents

Total Price in Figures \$ 9,906,260.⁰⁰



City of Long Beach

NEW YORK 11561

Work shall be completed within 540 Consecutive Calendar days after date of
Contract signing.

Name of Bidder Woodstock Construction
Group, LTD.

Address of Bidder 41 Ludlam Ave Bayville, NY

Federal I. D. Number 06-1513761

Telephone Number (516) 922-9509

Signed By Shawn A. Wood

Title President

Date 9/3/19



City of Long Beach

NEW YORK 11561

PROPOSAL (Declaration)

Herewith is a Certified Check or Bid Bond for the following Contract (equal to at least ten percent (10%) of the Total Bid or Total Alternate Bid, whichever is the greater) in the amount of:

Nine hundred ninety thousand six hundred twenty (\$ 990,626.⁰⁰)
Six dollars zero cents

payable to the City of Long Beach, as a surety that the undersigned will enter into a contract for the work within ten (10) days of date of Notice of award of Contract. The undersigned proposes to commence work and order materials in accordance with the written "Notice to Proceed" and to complete the work in accordance with the following schedule and guarantees. The work performed and the materials furnished for a period of one (1) year after the final acceptance of the work. Bidder agrees to pay as liquidated damages, the sum of \$1000.00 for each consecutive day thereafter.

The City of Long Beach reserves the right to award the contract to whichever bidder whose proposal results in the least cost to the City

No work shall be performed on Saturday, Sunday or Holidays, without the prior expressed approval of the Engineer.



City of Long Beach

NEW YORK 11561

PROPOSAL (Qualifications of Bidders)

Bidders are required to provide the following information. Bidders may attach additional sheets as needed.

1. Name of Bidder Woodstock Construction Group, LTD.

2. Permanent Main Office Address, Including City, State And Zip Code:

41 Ludlam Ave.

Bayville, NY 11709

3. Telephone Number (SW) 922-9509

Fax Number (SW) 922-9518

4. When Organized Incorporated 2/1998

5. If A Corporation, Where Incorporated New York

6. Description of General Character of Work Typically Bid By Firm:

General Construction

Marine Construction

Park Construction



City of Long Beach

NEW YORK 11561

PROPOSAL (Qualifications of Bidders) Cont.

7. Current Contracts on Hand:

Project Title and Location	Estimated Completion Time	Estimated Value	Reference Person/Inspector with Phone Number
Vietnam Memorial Queens, NY	12/2019	\$2,047,111.05	Vincent Alfano 718-760-6759
Grant Ave. Playground Bronx, NY	2/2020	\$2,996,346.00	Steve DeFratias 718-760-6564
Whale Creek Floating Docks Brooklyn NY	1/2020	\$2,207,136.00	Eric Lenon 718-595-7000
Bulkhead Waste Water Replacement Great Neck, NY	10/2019	\$599,000.00	Chris Lenanta 516-482-0238
Leeds Pond W. Hempstead, NY		\$1,541,200.00	Paul Di Maria 516-869-7646

8. Has the Firm ever Failed to Complete any Work? If so where and why?

No.

9. Has the firm ever Defaulted on a Contract? If So, Where And Why?

No.



City of Long Beach

NEW YORK 11561

PROPOSAL (Qualifications of Bidders) Cont.

10. List recent Contracts that demonstrate experience germane to the project described herein:

Year	Project Name Location	Estimated Value	Description	Contact Person & Phone No.
2017	Milburn Creek Imp to Shoreline Freeport, NY	\$4,322,000	Marine Construction	John O'Donnell (516) 571- 6214
2015	Tappan Beach Marina	\$4,419,724. ²⁵	Marine Construction	Matt Russo 516-552- 1344
2017	Gilgo Beach Babylon, NY	\$1,765,725	Marine Construction	Kathy Lynch 631-437- 7434
2016	Buxhead at Merrick Golf Course	\$1,573,252. ³⁴	Marine Construction	Filomena 516-292- 7000
2018	Watch Hill Marina Fire Island NY	\$6,749,779. ¹⁷	Marine Construction	Joe Fabis 703-401- 6271

11. List the Major Equipment available for this contract

Please see attached.



City of Long Beach

NEW YORK 11561

PROPOSAL (Qualifications of Bidders) Cont.

12. List All Principals and Officers And Relevant Experience of Each.

Name	Title	Experience
<u>Sharon Woodstock</u>	<u>President</u>	<u>GC</u>
<u>Andrew Woodstock</u>	<u>V. President</u>	<u>GC</u>
<u>Patrice Woodstock</u>	<u>V. President</u>	<u>GC</u>

13. Give Primary Bank Reference and Credit Available:

Bank: Valley National Bank

Address: 135 South St.

Oyster Bay, NY 11771

Credit Amount \$ _____

14. Will the firm, upon request, fill out a detailed financial statement dated within 30 days of the Bid date and furnish any other information that may be required by the City of Long Beach?

Yes.



City of Long Beach

NEW YORK 11561

PROPOSAL (Qualifications of Bidders) Cont.

- 15(a) Has the firm ever been a party to or otherwise involved in any action or legal proceeding involving matters related to race, color, nationality, sex or religion? If so, give full details.

NO.

- (b) Has the firm ever been accused of discrimination based upon race, color, nationality, sex or religion in any actions or legal proceeding? If so, give full details.

NO.

- (c) The City may make an investigation it deems necessary to assure itself of the ability of the Bidder to perform the work, including but not limited to obtaining a certified financial statement from the Bidder. The ability of any Bidder to obtain a performance bond shall not be regarded as the sole test of the Bidder's Competency, Reliability and Responsibility.

16. What percent of the proposed project will be performed by Subcontractor?

15% 30%

17. What specific activities are proposed for subcontractor involvement?

Hauling and trucking, testing mechanic-vibration

monitoring, concrete

18. Is the firm currently or has the firm ever been disbarred from doing business in New York State?

NO.

19. The Contractor shall submit a Workplan with the bid. See Specification 01 10 00.



City of Long Beach

NEW YORK 11561

PROPOSAL (Declaration) Cont.

Name Name


Name Name

Name Name

Bidder: Woodstock Construction Group LTD.

Bidder's Address 41 Ludlow Ave.

Bayville, NY 11709

Signed By: 

Title: President

Corporate Seal



City of Long Beach

NEW YORK 11561

PROPOSAL - (Declaration) Cont.

The undersigned acknowledges receipt of the following Addenda :

ADDENDUM NO. 1 DATE: 8/19/19

ADDENDUM NO. 2 DATE: 8/29/19

ADDENDUM NO. _____ DATE _____

The undersigned is a corporation (state whether single individual, or if a partnership, give names of all partners, or if a corporation, give names of principal officers).

Sharon Woodstock
Name

453 Morgan Pl. Centre Island NY
Address

Patrick Woodstock
Name

25 Mariners Walk Outer Bay NY
Address

Andrew Woodstock
Name

453 Morgan Pl. Centre Island NY
Address

Bidder: Woodstock Construction Group, LTD.

Bidder's Address: 41 Ludlam Ave.

Bayville, NY 11709

Signed By Sharon Woodstock

Title: president

Corporate Seal



City of Long Beach

NEW YORK 11561

PROPOSAL (Declaration) Cont.

The undersigned is a joint venture, consisting of the following corporations:
(give names of all principal officers)

Name	Address

Bidder : _____

Bidder's Address : _____

Signed By : Sharon Woodstock

Title : _____

Corporate Seal

Sharon Woodstock
Name

453 MURDEN PI. CENTRE ISLAND NY
Address

Andrew Woodstock
Name

453 MURDEN PI. CENTRE ISLAND NY
Address

Patrick Woodstock
Name

25 NORTHERSWALK GYSLER BAY NJ
Address

Bidder : Woodstock Construction Group, LTD.

Bidder's Address : 41 Ludlam Ave.

BOZONIA, NY 11709

Signed By : Sharon Woodstock

Title : President

Corporate Seal



City of Long Beach

NEW YORK 11561

PROPOSAL - Non-Collusive Bidding Certificate

Pursuant to Section 103-D of the General Municipal law, the Contractor makes the following statement under penalty of perjury and by submission of this bid or proposal the Bidder certifies that:

- (a) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any competitor or potential competitor;
- (b) this bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of the bids or proposals for this project to any other Bidder, competitor or potential competitor;
- (c) no attempt has been or will be made to induce a bid or proposal;
- (d) the person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in his behalf;
- (e) that attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of his certificate by the signatory of this bid or proposal in behalf of the corporate bidder.

Resolved that Woodstock Construction Group, LTD. be
(Name of Corporation)

authorized to sign and submit the bid or proposal of this corporation for the following project:

NORTH SHORE BULKHEAD PROJECT

and to include in such bid or proposal the certificate as to non-collusion required by Section One Hundred Three-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by

Woodstock Construction Group, LTD. corporation at a meeting of its Board of Directors held on the

3 day of Sept., 2017. (Seal of the Corporation)

Secretary Meghan Woodstock-Dominici

Respectfully Submitted :

Firm Name : Woodstock Construction Group, LTD.

Firm Address : 41 Ludlow Ave.

Signed By : Shirley L. Fisher

Title: President



City of Long Beach

NEW YORK 11561

ADDENDUM NO. 1 TO THE CITY OF LONG BEACH NORTH SHORE BULKHEAD PROJECT BIDDING DOCUMENTS


ADDENDUM DATE: August 19, 2019

This Addendum forms a part of the Bid described above. The original Bidding Documents remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

Each Bidder shall acknowledge receipt of this Addendum by affixing their signature below, by noting this Addendum on the Bid Form, and by attaching this Addendum cover sheet to the Bid.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM (BIDDER)

Firm: Woodstock Construction Group, LTD.

Signature: 

Signed By (Print): Sharon Woodstock

Title: President

Date Received: 8-26-19



City of Long Beach

NEW YORK 11561

ADDENDUM NO. 2 TO THE CITY OF LONG BEACH NORTH SHORE BULKHEAD PROJECT BIDDING DOCUMENTS

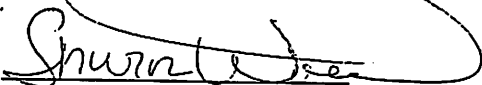
ADDENDUM DATE: August 29, 2019

This Addendum forms a part of the Bid described above. The original Bidding Documents remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

Each Bidder shall acknowledge receipt of this Addendum by affixing their signature below, by noting this Addendum on the Bid Form, and by attaching this Addendum cover sheet to the Bid.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM (BIDDER)

Firm: Woodstock Construction Group, LTD.

Signature: 

Signed By (Print): Sharon Woodstock

Title: President

Date Received: 8/30/19



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT

1. Contract Documents and Definitions

The Notice to Bidders, Information for Bidders, Proposal, Form of Contract, Conditions of Contract, Contract Specifications and Contract Drawings, together with any Addenda, shall form part of this contract, the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The titles, headings, headlines and marginal notes contained herein are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light upon the interpretation of the provisions to which refer. Whenever the term "Contract Documents" is used, it shall mean and include this Contract, the Contract Drawings, Specifications, any Addenda, the Notice to Bidders, Information for Bidders, Proposal and Conditions of Contract. In case of any conflict or inconsistency between the provisions of the Contract and those of the contract specifications, the provisions of this Contract shall govern.

2. Definitions

The following terms as used in these Contract Documents are respectively defined as follows:

- a. Owner or City - The term "Owner" or "City" shall mean the City of Long Beach and/or its authorized representatives.
- b. Engineer - The term "Engineer" shall mean the Commissioner of Public Works or his authorized representatives assigned to inspection of work materials.
- c. Contractor - A person, firm or corporation with whom this Contract is made by the City.
- d. Subcontractor - A person, firm or corporation supplying labor and materials or only labor for work at site of the project for, and under separate contract or agreement with, the Contractor.
- e. Apprentice - (1) A person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau; or (2) a person in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Council (where appropriate) to be eligible for probationary employment as an apprenticeship.



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT (Cont.)

- f. Trainee - A person receiving on-the-job training in a construction occupation under a program which is approved (but not necessarily sponsored) by the U. S. Department of Labor, Manpower Administration Bureau of Apprenticeship and Training, which is reviewed from time to time by Manpower Administration to insure that the training meets adequate standards.
- g. Work - The term "work" as used herein refers to all of the work proposed to be accomplished at the site of the project and all such other work as is in any manner required to accomplish the completed project and include all plant, labor, materials supplies, equipment and other facilities and acts necessary or proper for/or incidental to the carrying out and completion of the terms of this Contract. The term "work performed" shall be construed to include material delivered to and suitably stored at the site of the project.
- h. Extra Work - The term "extra work" as used herein refers to and includes all work required by the "City" which, in the judgment of the "Engineer", involves changes in or additions to work required by the Contract Plans, Contract Specifications and any Addenda in their present form.
- i. Notice - The term "notice", as used herein, shall mean and include written notice. Written notice shall be deemed to have been duly served when delivered to, or at the last known business address, of the person, firm or corporation for whom intended or to his, their, or its duly authorized agents, representatives, or officer, or when enclosed in a postage prepaid wrapper or envelope addressed to such person, firm or corporation at his, their or its last known business address and deposited in a United States mail box.
- i. Directed, Required Approved, Acceptable - Whenever they refer to the work, or its performance, "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of like import shall imply the direction, requirement, permission, order, designation or prescription of the Engineer, and "approved", "satisfied", or "satisfactory", "in the judgment of", and words of like import, shall mean approved, or acceptable to or satisfactory to, in the judgment of the Engineer.



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT (Cont.)

3. Scope of the Work

The Contractor will furnish all plant, labor material, supplies, equipment and other facilities and things necessary or proper for, or incidental to, the work contemplated by this contract as required by and in strict accordance with the applicable Contract Plans, Contract Specifications and Addenda prepared by the Engineer and/or required by, and in strict accordance with, such changes as are ordered and approved pursuant to this contract by the Engineer, and will perform all other obligations imposed on him by this Contract.

4. Contractor's Title to Material

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

5. Inspection and Testing of Materials

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Engineer. However, the Contractor will pay for all laboratory inspection service direct, as a part of the contract.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitable for users intended.

6. "Or Equal" Clause

Whenever a material, article or piece of equipment is identified on the proposed Contract document drawings or Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended to establish a standard. Any material, article, or equipment of other manufactures and vendors which will precisely perform the duties imposed by the general design will be considered equally acceptable provided, the material, article, or equipment so proposed is in the opinion and discretion of the City's project engineer, of equal substance and function.



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT (Cont.)

Should a bidding contractor intend to substantially deviate or substitute established standards, a request for substitution must be submitted in writing to the City's project engineer with the contractor's bid package. All such requests for substitution must be accompanied by a complete set of descriptive technical data on the items proposed for substitution. The City, in its discretion, may request certification as to the adequacy, equality and functionality of the proposed substitute in performing comparable duties as the material or equipment specified. Such certification must be signed by a New York State licensed, professional engineer.

No substitutes of material article or equipment shall be made, purchased or installed by the contractor without the City project engineer's prior written approval.

7. Patents

The Contractor shall hold and save the City and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufacture or used in the performance of the contract, including its use by the City, unless otherwise specifically stipulated in the Contract Documents.

License or Royalty Fee: License and/or Royalty Fees for the use of a process which is authorized by the Engineer of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the City and not by and through the Contractor.

If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the City and its employees on the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the City for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT (Cont.)

8. Surveys, Permits and Regulations

Unless otherwise expressly provided for in this Contract, the City will furnish to the Contractor all surveys necessary for the execution of the work. The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of this contract. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fence or other protective facilities.

9. Contractor's Obligations

The Contractor shall and will, in a good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract and said Contract Specifications and in accordance with the Contract Drawings covered by this Contract and any and all supplement plans and drawings, and in accordance with the directions of the Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to satisfaction of the Engineer.

10. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractor to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect his work, such materials shall be removed and replaced at the expense of the Contractor.

11. Protection of Work and Property - Emergency

The Contractor shall at all times safely guard the City's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Contract or by the City, or his duly authorized representative.



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT (cont)

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 Engineer, in a diligent manner. He shall notify the Engineer immediately thereafter.

Where the Contractor has not taken action but notified the Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by Engineer.

12. Inspection

The authorized representatives and agents of the City shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. Reports, Records and Data

The Contractor shall submit to the City such schedule of quantities and costs, progress schedules, reports, estimates, records and other data as the City may request concerning work performed under this contract.

14. Superintendence by Contractor

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer.

15. Changes in Work

No changes in the work covered by the approved contract document shall be made without having prior written approval of the City. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- a. Unit bid prices previously approved.
- b. An agreed lump sum.
- c. If no such unit prices are so set forth and if the parties cannot agree upon a lump sum, then the cost will be determined by the actual cost of labor and materials plus overhead and profit, cost to be determined as the Work progresses in the manner specified hereinafter:



City of Long Beach

NEW YORK 11561

The following subparagraphs (i) through (v) are applicable for calculating the fair value Of the extra work performed as defined in the above paragraphs 15.b and 15.c.

- i. Overhead shall be defined as an allowance to compensate for all costs, charges and expenses, direct or indirect, except for the actual cost of labor and material as defined by paragraph (ii). Overhead shall be considered to include, but not limited to insurance (other than as mentioned in paragraph (ii), Bond or Bonds, field and office supervisors and assistants above the level of foreman, use of small tools and minor equipment, incidental job burdens, general office expense, etc.



City of Long Beach

NEW YORK 11561

- i) Actual cost of labor and material shall be defined as the amount paid for the following items, to the extent determined reasonable and necessary:

Item 1 – Cost of materials delivered to the job site for incorporation into the contract work.

Item 2 – Wage paid to workmen and foremen and wage supplements paid to labor organization in accordance with current labor agreements.

Item 3 – Premiums or taxes paid by the contractor for workmen's compensation insurance, unemployment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates.

Item 4 – Sales taxes paid as required by law.

Item 5 – Allowance for use of construction equipment (exclusive of hand tools and minor equipment) as approved for use by the Engineer. The rate on self-owned equipment used for periods of under one week will be Associated Equipment.

Distributor's published monthly rate divided by twenty-two (22) days to establish a daily rate and divided again by eight (8) hours to establish an hourly Rate.

Equipment used for periods of five (5) days or more will be billed at a daily rate equal to forty-five percent (45%) of the published monthly rate divided by twenty-two (22) days.

In the alternative, the engineer may approve for reimbursement a rate representing the allocable costs of ownership. Self-owned equipment is defined to include equipment rented from controlled or affiliated companies. Rented equipment will be paid for at the actual rental cost. Gasoline, oil and grease required for operation and maintenance will be paid for at the actual cost. When, in the opinion of the contractor, and as approved by the engineer, suitable equipment is not available on the site, the moving of said equipment to and from the site will be paid for at actual cost.

Item 6 – When the material furnished under Item 1 is used material, its value shall be pro-rated to the value of new material, but shall not exceed the materials initial cost. When, in the opinion of the Engineer, the salvage value of salvageable material furnished under Item 1 exceeds the cost of salvage, a suitable credit should be given to the City.



City of Long Beach

NEW YORK 11561

- ii. Regardless of the method used to determine the value of any change, the contractor will be required to submit evidence satisfactory to the Engineer to substantiate each and every item that constitutes his proposal of the value of the change. The amounts allowed for overhead and profit shall not exceed the applicable percentages as established in the following paragraphs.

d. The amount of compensation for extra work determined as described in paragraph B, shall be construed to include the total cost for extra work, both direct and indirect.

16. Overhead and Profit

To the cost under 15c, there shall be added a fixed fee to be agreed upon. The fee shall in no case exceed twenty (20) percent of the items listed in 15c, and this compensation shall represent cost of supervision, overhead, bonds, insurance, profit and all other general expenses. Profit and overhead shall not be paid on the premium portion of overtime or on payroll taxes.

In the event that the additional work is performed by an approved sub-contractor, the sub-contractor can claim a maximum of twenty (20) percent profit and overhead. The Contractor, however, will only be entitled to a maximum of ten (10) percent combined overhead and profit on the agreed upon sub-contractor amount.

17. Extra Work

The City may, at any time, and without notice to the sureties, require extra work. The Contractor shall perform such extra work and furnish such additional materials which, in the opinion of the Engineer, are necessary or advisable for the proper completion of the work. All extra work and materials shall be ordered in writing by the Engineer, and in no event shall any such work or materials be paid for unless so ordered. In the absence of such prior approval, all claims for such work or materials, shall be absolutely waived by the Contractor and the City shall not be required to allow payment for the same or for any part thereof.



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT (Cont.)

The Contractor further agrees that he will perform such extra work with all reasonable diligence and will employ thereon competent men at least equal to the average of the class of men employed under this Contract upon work of similar character. The Contractor agrees to give the Engineer access to all accounts, bills, payrolls, and vouchers relating to extra work not covered by the Contract price, and he agrees that he shall have no claim for compensation for such work, unless a statement in writing of the actual cost of the same fully itemized as to labor and materials, is presented to the Engineer before the fifteenth (15th) day of the month following that during which such specific order was complied with by him.

18. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and City, that the date of beginning and the time for completion as specified in the Contract are essential conditions of the Contract and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date specified in the Notice to Proceed.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay the City the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The Contractor agrees that he shall order all materials and commence work upon receipt of Notice to Proceed.

The rate of progress of the work shall be such that the whole work shall be performed in accordance with the Contract Documents and in no event later than the time specified therein, unless an extension of this time shall have been made in the manner herein provided.



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT (Cont.)

The time of completion of this Contract shall be as indicated on the Proposal Sheets and the date of such completion shall be the date of the certificate of completion hereinafter specified.

The City reserves the right to order the Contractor to suspend operations when, in the opinion of the Engineer, improper weather conditions make such advisable, and to order the Contractor to resume operations when weather and ground conditions permit. The days during which such suspension of work is in force are not charged against the specified completion time.

19. Extensions of Time

In the event the Contractor is substantially delayed in the prosecution and completion of the work by changes, additions or omissions therein ordered in writing by the Engineer or by reason of unforeseeable causes beyond his control and without his fault or negligence, including but not restricted to Acts of God or of any public enemy, acts or neglect of the City or by delay or default of any other Contractor of the City, fire, floods, epidemics, quarantine restrictions, strikes, riot, civil commotion or freight embargoes, the Contractor may within five (5) days after the occurrence of the delay for which it claims allowance, notify the Engineer in writing and thereupon, and not otherwise, the Contractor shall be allowed such additional time for the completion of the work as the City, in its sole discretion, may award in writing.

No such extensions of time shall be regarded as a waiver by the City of its rights to terminate the Contract for abandonment or delay by the Contractor or relieve the Contractor of his full responsibility for the performance of his obligations hereunder.

20. Liquidated Damages for Delay

The time limit being essential to and of the essence of this contract, the Contractor hereby agrees that the City shall be, and is hereby authorized to deduct and retain out of the money which may be due or may become due to said Contractor under this Agreement, the sum of one thousand (1,000) Dollars per calendar day, which amount is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages, including overhead charges, services, inspector's wages and interest on the money invested that the City will suffer by reason of such default, for each and every day during which the aforesaid work may be incomplete over and beyond the time herein stipulated for its completion provided, however, that the City shall have the right to extend the time for the completion of said work.



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT (Cont.)

21. **Correction of Work**

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case maybe, by the Contractor at his own expense. Rejected materials shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable.

22. **Subsurface Conditions Found Different -**

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the Contract Plans or indicated in the Contract Specifications, he shall immediately give notice to the Engineer of such conditions before they are disturbed. The Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Contract Plans or indicated in the Contract Specifications, he will at once make such changes in the Contract Plans and Contract Specifications as he may find necessary, and any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in paragraph 15 of these Conditions of Contract.

23. **Claims for Extra Costs**

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Engineer, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is done under the terms of paragraph 15(c) of the Conditions of Contract, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and, when requested by the Engineer give the Engineer access to accounts relating thereto.



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT (Cont.)

24. Right of the Owner to Terminate Contract

In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his subcontractors, the City may serve written notice upon the Contractor and the Surety of its intention to terminate, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violations or delay shall cease and satisfactory arrangement or correction is made, the Contractor shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the City shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the City may take over the work and prosecute the same to completion by Contract or by force account at the expense of the Contractor, and the Contractor and his Surety shall be liable to the City for any excess cost occasioned by the City thereby, and in such event the City may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site and necessary therefore.

25. Estimates and Payments

a. Monthly: At the end of each calendar month during the progress of the work, the Contractor shall make up an approximate estimate of the work done and the materials furnished, based upon the prices set forth in the Proposal. Duly certified copies of such certificates of payment shall be submitted to the Engineer for approval. In consideration of the work done and the materials furnished, the City will pay or cause to be paid to the Contractor the amount approved as due him, less five percent (5%) of each progress payment less an amount necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged, all in accordance with Section 106-b of the N.Y.S. General Municipal law latest revision. The making and approval of any such estimates or payments made thereon shall not be taken or construed as an acceptance by the Engineer, or the City of any work so estimated and paid for. The monthly estimate remaining unpaid will be retained by the City as a guarantee that the Contractor will faithfully and completely fulfill all obligations imposed by the Contract and Specifications, and against any damages caused the City by reason of any failure on the part of the Contractor to fulfill all conditions and obligations herein contained. All partial payments are subject to correction in any subsequent payment.



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT (Cont.)

All material and work covered by partial payments made shall thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the City to require fulfillment of all of the terms of the Contract.

b. Final Certificate: One month after the time of completion and acceptance of the work as specified and contracted for, the Contractor will make a final certificate of all work done. Upon approval of such final certificate by the Engineer, the City will pay the full amount less the five percent retained percentage, for one year, less any prior payments, less any money paid by the City by reason of said Contractor having failed to carry out faithfully and completely all the obligations and the requirements contained herein.

c. Maintenance Bond: If a Maintenance Bond is deemed acceptable and a condition of the Contract Forms, the City will pay the Contractor the full amount of the Contract as previously described upon receipt of a Maintenance Bond in a form acceptable to the City. If a Maintenance Bond is not specified then the City in order to secure the performance of the covenant of the Contractor, the City shall retain during the period of one year from the date of the said final certificate, an amount equal to five percent (5%) of the said final certificate. If, at the end of the said period of one year, the Contractor shall have fulfilled said covenant to the satisfaction of the Engineer, the said percentage shall then be paid to the Contractor. No interest shall be allowed the Contractor on retained percentages.

Upon final settlement, according to the conditions herein specified and not until such settlement shall have been made will the Contractor be relieved from the obligations assumed in the contract.



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT (Cont.)

The Contractor agrees that he will indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature herein above designated have to be paid, discharged, or waived. If the Contractor fails to do so, then the City may, after having served written notice on the said Contractor, either pay unpaid bills, of which the City has written notice, direct or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor or his surety.

In paying any unpaid bills of the Contractor, the City shall be deemed the agent of the Contractor, and any payment so made by the City, shall be considered as a payment made under the contract by the City to the Contractor, and the City shall not be liable to the Contractor for any such payment made in good faith. The Maintenance Bond shall be for the final contract value.

- d. Measurement for Payment: The Engineer or his representative shall make due measurement of the work done during the progress of the work and his estimate shall be final and conclusive evidence of the amounts of work performed by the Contractor under and by virtue of this agreement and shall be taken as full measure of compensation to be received by the Contractor. When requested by the Contractor, the Engineer shall measure, re-measure and re-estimate any portion of the work, but the expense of such re-measurement or re-estimating shall, unless material error be proved, be paid for by the Contractor.



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT (Cont.)

26. **Acceptance of Final Payment Constitutes Release**

The acceptance by the Contractor of the final payment shall be and shall operate as a release to the City from all claims and all liabilities to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the City and others relating to, or arising out of, this work, excepting the Contractor's claims for interest upon the final payment, if this payment be improperly delayed. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or performance bond.

27. **Final Certification by Contractor**

The contractor will be required to certify upon completion of all work and/or services that all outstanding claims for labor, services, materials and equipment incurred during the course of the work have been satisfied. The contractor will, further, release the City of Long Beach from any liability regarding any claims that may arise subsequent to this certification.

The contractor's certification shall be submitted with the final payment voucher and shall be submitted in a form consistent with the attached prototype. This document must be prepared on the Contractor's letterhead and must be properly notarized.



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT (Cont.)

Your Letterhead

Date

Department of Public Works
City of Long Beach
City Hall
One West Chester Street
Long Beach, N.Y. 11561

Re:

Gentlemen:

We certify that all work has been performed and material supplied in full accordance with the terms and conditions of the contract documents between the City of Long Beach and

We further certify that all outstanding claims for labor, services, materials and expended equipment employed in the performance of said contract have been paid in full, in accordance with the requirements of said contract.

The acceptance of final payment by your firm name shall be and shall operate as a release to the City of Long Beach of all claims and all liability to the City for all things done or furnished in connection with this work and for every act and neglect of the City of Long Beach and other relating to or arising out of this work.

Very Truly Yours

Notarized



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT (Cont.)

28. **Payments by Contractor**

The Contractor shall pay (a) for all transportation and utility services not later than 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools and other expendable equipment to the extent of 95% of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractors interest therein.

29. **The City's Right to Withhold Payments**

The City may withhold from the Contractor so much of any approved payments due him as may, in the judgment of the City, be necessary:

- a. to assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work;
- b. to protect the City from loss due to defective work not remedied, or
- c. to protect the City from loss to injury to persons or damage to the work or property of other Contractors or subcontractors or others, caused by the act or neglect of the Contractor or any of his subcontractors. The City shall have the right as agent for the contract to apply any such amounts so withheld in such manner as the City may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payment for the account of the Contractor.

30. **Contractor's Insurance**

21.1 General Requirements

- a. Insurance coverage shall be provided only by an insurance carrier rated A-, Class VII or better throughout the term of this Contract. Such carrier shall be duly licensed in the State of New York.



City of Long Beach

NEW YORK 11561

- b. All insurance policies and certificates shall include the following provision: “Consistent with the requirements of Contract Documents, the State of New York, the State of New York Housing Trust Fund Corporation and the City of Long Beach is an additional insured”. Simply designating the State or Municipality as a “certificate holder” shall not constitute compliance with this section.
- c. All insurance coverage shall be written such that the Municipal Representative is afforded at least thirty (30) days prior notice of cancellation of any insurance. No policy shall be changed by endorsement without the knowledge and consent of the Municipal Representative, and, in particular, any notice of cancellation by the insurer shall not be effective until thirty (30) days after the said notice is actually received by the Municipal Representative. Any notice shall be addressed to the Municipal Representative and shall be mailed via certified or registered mail and copied to the Municipality as set forth in Article 28.2.
- d. Before commencing the Work, the Contractor shall furnish to the Municipal Representative a certificate or certificates of insurance showing that the Contractor has complied with this clause. In addition, for policies expiring on a fixed date before final acceptance, certificates of insurance showing their renewal must be filed not less than thirty (30) days before such expiration date.
- e. Contractor shall notify the Municipality of any accidents and/or claims, including without limitation accidents or claims involving bodily injury, death or property damage, arising on or within the Premises. Such notice shall be provided in writing as soon as practicable, however in any event within five (5) days of Contractor’s receipt of notice of the accident or claim.

21.2 Liability Insurance

- a. Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Contract (or any extensions thereof) and for a period of two years thereafter, insurance of the type, and with limits and deductibles, as follows:



City of Long Beach

NEW YORK 11561

- i. Commercial General Liability Insurance and Excess Liability Insurance. Providing both bodily injury (including death) and property damage insurance with limits in the aggregate and per occurrence in accordance with the following table:

Construction Contract Value	Commercial General Liability in combination with Excess (Umbrella) Liability	
	Each Occurrence	General Aggregate
< \$10M	\$2,000,000	\$2,000,000
>\$10M - \$50M	\$5,000,000	\$5,000,000
>\$50M	\$10,000,000	\$10,000,000

Such insurance is to be written on an occurrence basis with defense outside of limits. New York State, the New York State Housing Trust Fund Corporation, and the Municipality shall each be named as an additional insured. The minimum required level of insurance may be provided through a combination of commercial general liability and umbrella and/or excess liability policies.

- ii. Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.
- iii. Professional Liability. If the Contractor is engaged in providing professional services under this Contract, professional errors and omissions coverage with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. If the Contractor is not engaged in providing professional services under this Contract, this professional errors and omissions coverage is not required.

- b. In addition to the foregoing, Contractor and any subcontractors shall procure and maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.



City of Long Beach

NEW YORK 11561

- c. All insurance shall be primary and non-contributory and shall waive subrogation against New York State, New York State Housing Trust Fund Corporation and the Municipality and all of either of their former, current, or future officers, directors, and employees. No deductible of more than
- d. \$50,000 shall be permitted without advance written approval by the Municipality, which the Municipality may withhold, condition or deny in its sole and exclusive discretion.

Required Coverage- The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the subcontractor has obtained the same insurance. **In all cases, the insurance provider must be a licensed carrier in New York State.** The required insurance coverage is as follows:

- a. Workmen's Compensation Insurance - in accordance with the law of the State of New York.
- b. Comprehensive General Liability Insurance - to protect the Contractor and any subcontractor performing work in connection with this contract from any claims for damages for bodily injury (personal injury, sickness or disease, including death resulting there from, as well as injury claimed to be sustained resulting from false arrest, detention and/or imprisonment, malicious prosecution, libel, slander and/or wrongful entry), as well as from claims for property damage which may arise from operations connected with this contract, by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:
 - i) **\$1,000,000 each person.**
 - ii) **\$1,000,000 each occurrence.**
 - iii) **Excess Liability: Minimum \$2,000,000**
- c. Owner's Protective Liability Insurance - to protect the Owner from claims arising from the operations of the Contractor and its subcontractors for damages for personal injury and property damage as defined above and for amounts specified above. In addition, the policy shall contain the following provisions:



City of Long Beach

NEW YORK 11561

- i) The presence of the Owner's Engineer or representative on the site of the work shall not invalidate the policy of insurance.
 - ii) The policy shall not be invalidated by reason of any violation of any of the terms of any policy issued to the Contractor.
- d. Special Hazards Insurance: Public Liability Insurance for automobiles and trucks covering claims arising from bodily injury and property damage in amounts specified above.
- e. Contractual Liability Insurance covering the liability assumed by the Contractor under this Contract requiring him to indemnify and save harmless the City and Engineer from claims due to accidents causing injury to destruction of property, Including the loss of the use thereof, in amounts specified above for Comprehensive General Liability Insurance.
- f. Explosion, Collapse and Underground Damage (XCU) Insurance: In addition to the Comprehensive General Liability Insurance and the owner's protective Liability Insurance required in sub-paragraph (b) and (c) above, the Contractor shall expand his coverage to include Explosion, Collapse and Underground damage Insurance to protect the Contractor, the City and the Engineer from claims for damages for personal injury and property damage resulting from excavation, pile and sheeting installation, pumping and related operations. Coverage under this XCU policy shall be for the amounts specified in sub-paragraph 28b. above under Comprehensive General Liability Insurance.
- g. Personal Injury Liability Insurance - to protect the City and Engineer from claims arising from the employees of the Contractor and his sub-contractors for damages of personal injury being described as willful torts, to wit: false arrest, detention and/or imprisonment, malicious prosecution, libel, slander and/or defamation of character, invasion of privacy, wrongful eviction and/or wrongful entry; for the amounts specified under the Comprehensive General Liability Insurance.
- h. "Hold Harmless" and Indemnity: The parties to this agreement specifically and without ambiguity agree that they shall hold the City harmless and provide complete indemnity to the City for any and all claims and suits for personal injury, property damage, including Contractor's property, contamination of or adverse effects on the environment, and injuries to or death of persons including the City's or Contractors's employees, other tort or Contract, which may be brought against the City of Long Beach (including wrongful death or any other claim).



City of Long Beach

NEW YORK 11561

In addition, the Contractor shall indemnify the City for any actual, alleged or threatened environmental condition, damage, liability, or legal or permit violation associated with any City of Long Beach municipal waste, to the extent that actual, alleged or threatened environmental condition, damage, injury or legal or permit violation occurs after title to such waste passes to the Contractor.

This complete and absolute duty to indemnify the City shall apply in any instance in which any person shall allege that the other parties to the Contract were involved or connected in any manner with the damages alleged by the claimant, regardless of whether the claimant's claims, or alleged manner of involvement of the parties with the claims, shall have any merit.

To avoid any problem of interpretation, parties agree that the mere allegation on the part of a claimant that the City was connected in any manner with the claim shall trigger the other parties duty to provide legal defense and indemnity to the City.

- I. This duty to indemnify the City shall apply even if it should be proven or adjudicated that the City's negligence was the sole proximate cause of the claimant's loss.

In order to protect the general public and claimants in general, the other parties to this agreement shall purchase a contract of general liability insurance (amounts of coverage specified elsewhere in this agreement naming the City of Long Beach as an additional insured). The General Liability policy shall include Contractual Liability and the certificate of insurance shall reflect the same.

In the event that a claim arises against the City which is connected in any way with the other parties to this agreement, then the other parties agree to be liable to the City for the full indemnity for any judgment rendered against the City, including the costs of defense of this claim.

For the purpose of determining which claims against the City shall be indemnified by the other parties, the following shall apply:

Claims arising out of:

1. any performance directly called for by this agreement
2. any performance by a party which is necessarily related to performance under this agreement



City of Long Beach

NEW YORK 11561

3. any act of any employee of a party in the scope of his employment
4. any claim arising out of the physical condition of the premises, its fixture and appurtenances
5. any condition of any item or object on the premises
6. the actual, intended or permitted use of the premises
7. the condition of any sidewalk or walkway, curb or gutter or physical walking surface of any kind located within twenty feet of the vertical surface of any structure used by the other parties
8. the condition of any street or sidewalk or other walking surface within the area in which the parties perform work under this agreement shall be subject indemnification by the other parties.

The intention of the parties, for purposes of further clarification, is that because the parties are providing for insurance coverage for the benefit of all parties, all the other parties to this agreement waive any claim for contribution or indemnity against the City in any claim for damages brought by a claimant.

In the event of any ambiguity as to whether a particular claim requires the other parties to this agreement to indemnify the City, the parties agree that all ambiguities shall be resolved in favor of indemnification to the City.

In the event of any conflict between this indemnification clause and any other portion of this agreement, this indemnification clause shall supersede the conflicting provisions.

- i. Limitation of Liability - The Contractor and all sub-contractors agree to limit the liability of the CITY and ENGINEER, due to the Engineer's professional negligent acts, errors, or omissions, such that the total aggregate liability of the Engineer to those named shall not exceed Fifty Thousand Dollars (\$50,000), or 5% of the contract award amount, whichever is greater.
- j. Cost and Proof of Carriage of Insurance - The Contractor shall furnish the City with copies of all insurance policies, each of which shall contain the following provisions:



City of Long Beach

NEW YORK 11561

“Such insurance shall not be canceled, terminated, modified or changed by either Contractor or Insurance Company, except on thirty (30) days prior written notice sent by the Insurance Company via certified mail to the City of Long Beach, Department of Public Works.”

NOTE : POLICIES SHALL DELINEATE “THE CITY OF LONG BEACH”, “NEW YORK STATE” AND “NEW YORK STATE HOUSING TRUST FUND CORPORATION” UNDER THE NOTATION FOR ADDITIONAL INSURED.

31. Contract Security

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and also a payment bond in an amount equal to one hundred percent (100%) of the Contract price or in a penal sum not less than that prescribed by the State, territorial or local law, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The surety company shall be authorized to do business in the State of New York and approved by the City. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Before final acceptance, each bond must be approved by the City.

For this project, the initial annual bid shall be multiplied by FIVE to determine the amount of the Performance Bond for the duration of the initial contract duration. A new Performance Bond will be requested for any future time extensions to this project.

32. Additional or Substitute Bond

If at any time the City for justifiable cause, shall be or become dissatisfied with the Surety or Sureties for the Performance and /or Payment Bonds, the Contractor shall within five (5) days after notice from the City to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the City.



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT (Cont.)

33. Assignments

The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the City. In case the Contractor assigns all or any part of the moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

34. Separate Contracts

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his sub-contractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

35. Subcontracting

The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

The Contractor shall not award any work to any subcontractors without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor, which statement will contain such information as the City may require.

The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractor, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Conditions of Contract and other contract documents insofar as applicable to the work of



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT (Cont.)

subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.

Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City.

16. Authority of the Engineer

In the performance of the work, the Contractor shall abide by all orders and directions and requirements of the Engineer, and shall perform all work to the satisfaction of the Engineer, at such time and places, by such methods, and in such manner and sequence as he may require. The Engineer shall determine the amount, quality, acceptability, and fitness of all parts of the work, shall interpret the plans, specifications, contract documents and any extra work orders and shall decide all other questions in connection with the work. Upon request, the Engineer shall confirm in writing any oral orders, directions, requirements or determinations. The enumeration herein or elsewhere in the contract documents or particular instances in which the opinion, judgment, discretion or determination of the Engineer shall control or in which work shall be performed to his satisfaction or subject to his approval, or inspection, shall not imply that only matters similar to those enumerated shall be so governed and so performed, but without exception all the work shall be governed and so performed.

37. Inspection and Tests

All material and workmanship shall be subject to inspection, examination and test by the Engineer and other representatives of the City at any time during the construction and at any and all places where manufacturing of materials used and/or construction is carried on.

Without additional charge, the Contractor shall furnish promptly all reasonable facilities, labor and materials necessary to make tests so required safe and convenient.

If at any time before final acceptance of the entire work, the Engineer considers necessary or advisable an examination of any part of the work already completed, by removing or tearing out the same, the Contractor shall, upon request, furnish promptly all necessary facilities, labor and materials for such examination. If such work is found to be defective in any material respect, due to the fault of the Contractor or any subcontractor, or if any work shall be covered over without the approval or consent of the Engineer, whether or not the same shall be defective, the Contractor shall be liable for the expense for such examination and satisfactory reconstruction.



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT (Cont.)

If, however, such approval and consent shall have been given and such work is found to meet the requirements of this contract, the Contractor shall be recompensed for the expense of such examination and reconstruction in the manner herein provided for the payment of costs of extra work.

The selection of laboratories and/or agencies for the inspection and tests of supplies, materials or equipment shall be subject to the approval of the Engineer. Satisfactory documentary evidence that the material has passed the required inspection and tests must be furnished the Engineer prior to the incorporation of material in the work. Results of all tests shall be sent directly to the Engineer by the testing laboratories and/or agencies.

Any rejected work shall be removed from the site of the project completely at the expense of the Contractor.

38. National Historic Preservation Act of 1966

The Contractor agrees to contribute to the preservation and enhancement of structures and objects of historical, architectural, or archaeological significance when such items are found and/or unearthed during the course of project construction and to consult with the State Historic Preservation Officer for recovery of the items. [Reference: National Historic Preservation Act 1966 (80 Stat 915, 16 USC 470) and Executive Order No. 11593 of May 31, 1971].

39. Waiver of Immunity - NOT IN CONTRACT

The Contractor states that he is familiar with the provisions of Article 5-A, Chapter 94, of the General Municipal law of the State of New York, as amended by Chapter 751, Section 1, of the Laws of 1965, and particularly with Sections 103-A and 103-B thereof.

The Contractor states that he is aware that under the provisions of said sections his refusal when called before a Grand Jury to testify concerning this transaction or other transactions had with the City or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts shall thereafter disqualify the Contractor from receiving awards or entering into any contracts with any municipal corporation, fire district, public department, agency or offices thereof for goods, work or services for a period of five (5) years after such refusal.

Failure of the Contractor to waive immunity gives the City the right to cancel or terminate this Contract without the City incurring any penalty or damages on account of such cancellation or termination.



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT (Cont.)

40. Suits at Law

The Contractor shall indemnify and save harmless the City from and against all suits, claims, demands, or actions for any injury sustained by any party or parties in connection with the construction of the work or any part thereof or any commission or omission of the Contractor, his employees or agents or any subcontractor and in case of any such action shall be brought against the City, the Contractor shall immediately take charge of and defend the same at his own cost and expense.

41. Provisions Deemed by Law

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted or is not correctly inserted then, upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

42. Use of Premises and Removal of Debris

The Contractor expressly undertakes at his own expense:

- a. To take every precaution against injuries to persons or damage to property;
- b. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;
- c. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- d. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance;
- e. Before final payment to remove all surplus materials, falsework, temporary structures, including foundations thereof, plant of any description and debris of any nature resulting from his operations, and to put the site in a neat, orderly condition;
- f. To effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other Contractor.



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT (Cont.)

43. Land and Rights-of-Way

Prior to the start of construction, the City shall obtain all land rights-of-way necessary for the carrying out and completion of work to be performed under this Contract.

44. General Guaranty -

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damages to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

45. Conflicting Conditions

Any provision in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these Conditions of Contract shall be void to the extent of such conflict or inconsistency.

46. Notice and Service Thereof

Any notice to any Contractor from the City relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.

47. Safety and Health Regulations for Construction

In order to protect the health and lives of his employees under the contract, the Contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act, as amended, commonly known as the Construction Safety Act as pertains to health and safety standards; and maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract.



City of Long Beach
NEW YORK 11561

FORM OF CONTRACT

Agreement made this _____ day of _____, 2019, by and between the City of Long Beach, Nassau County, New York, (hereinafter called the "City"), party of the first part, and WOODSTOCK CONSTRUCTION GROUP, LTD

with _____ legal address _____ at
41 HUDSON AVENUE, DAYVILLE NY 11709

County of NASSAU, State of NEW YORK, (Hereinafter called the "Contractor"), party of the second part.

The Contractor agrees to furnish all labor and materials for :

NORTH SHORE BULKHEAD PROJECT

as shown on the contract plans or specified in the contract specifications made

by : **TETRA TECH, INC.** dated August 8, 2019 and entitled-

NORTH SHORE BULKHEAD PROJECT



City of Long Beach

NEW YORK 11561

FORM OF CONTRACT (Cont.)

- b. The Contractor agrees to complete and perform all work in the most thorough workmanlike and substantial manner in every respect to the satisfaction and approval of the City's Engineer, or Engineers, (hereinafter referred to as the "Engineer") in the manner and within the time hereinafter limited, and in strict accordance with the contract, and with the Information for Bidders, Proposal, and Contract.

Specifications and the General Conditions hereto attached, and the plans therein referred to, and under the penalty expressed in the Bond referred to herein, which said information, Proposal, Specifications, Clauses, Plans, and Bond are hereby made part of this Contract as if the same were repeated at length herein.

- c. The Contractor agrees that the City shall be authorized to retain out of monies payable to said Contractor a sum equal to five percent (5%) of the final certificate for payment under this Contract for the guarantee of the making of any necessary repairs to the work for a period of one (1) year after the date of the final certificate for payment. At the end of that time, payment will be made to the Contractor. The City may accept a One (1) Year Maintenance Bond in lieu of the 5% retainage, at the discretion of the Engineer.
- d. The Contractor shall protect and save the City of Long Beach harmless against any liability arising from personal injuries or property damage which may result from the performance from this contract and policies of insurance against such liability in form satisfactory to the City, whereby the City appears as named insured, shall be provided to the City prior to the commencement of work in the amounts as stated in the Conditions of Contract.
- e. The Contractor shall maintain Workmen's Compensation Insurance for all employees and subcontractors and certificates of such insurance shall be provided to the City, which certificates shall set forth the fact notices shall be given to the City in case of cancellation. This contract shall be void unless the Contractor is in compliance with Workmen's Compensation Law (GML Sec. 108).



City of Long Beach

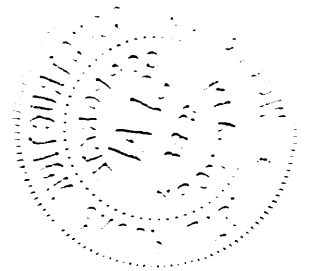
NEW YORK 11561

FORM OF CONTRACT (Cont.)

- f. This Contract is hereby awarded to the Contractor for the work and materials called for under his bid in the proposal section of these Contract documents as shown on the Contract plans prepared by: **Tetra Tech, Inc.**

Designated as Items:

Resolution No 8219 of October 2, 2019
Total Bid Amount: \$ 9,906,260.00





City of Long Beach

NEW YORK 11561

FORM OF CONTRACT (Cont.)

IN WITNESS WHEREOF, the City of Long Beach, as represented by the City Council, has caused this agreement to be signed by the City Manager, pursuant to a resolution of authorization by the City Council, bearing date of 2 day of OCTOBER, 2019 and the Contractor has hereunto set his hand seal, the day and year first above written, bearing Resolution No. 82/19.

CITY OF LONG BEACH
NASSAU COUNTY, NEWYORK

BY: [Signature]
CITY MANAGER
CITY OF LONG BEACH, NASSAU COUNTY, N. Y.

[Signature]
CITY CLERK

WOODSTOCK CONSTRUCTION GROUP LTD.
CONTRACTOR

SIGNED BY: [Signature]
TITLE: VICE PRESIDENT

WITNESS: _____

WITNESS: _____



City of Long Beach

NEW YORK 11561

FORM OF CONTRACT (Cont.)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF NEW YORK)

) SS:

COUNTY OF NASSAU)

On this 13th day of December, 2019, before me personally came and appeared Andrew Woodstock, to me known,

who being by me duly sworn, did depose and say that he/she resides at

453 Morgan Place, Centre Island NY 11771 that he/she

is the President of the corporation described in and

which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Directors of said corporation, and that he/she signed his/her name by like order.

(SEAL)

[Signature]

NOTARY PUBLIC

GINA T. GUMA
Notary Public, State of New York
No. 01GU4650362
Qualified in Nassau County
Commission Expires January 31, 2022

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF NEW YORK)

) SS:

COUNTY OF NASSAU)

On this ___ day of ___, 2019, before me personally came and appeared ___ to me known and

known to me to be one of the members of the

firm _____

described in and who executed the foregoing instrument, and he duly acknowledged to me that he/she executed the same as and for the act and deed of said firm.

(SEAL)

NOTARY PUBLIC



City of Long Beach

NEW YORK 11561

FORM OF CONTRACT (Cont.)

(ACKNOWLEDGEMENT OF OFFICER OF THE CITY EXECUTIVE CONTRACT)

STATE OF NEW YORK)
) SS:
COUNTY OF NASSAU)

On this 26 day of December, 2019, before me personally came and appeared J. HENRY A. MIRANDA, P.E.; to me known, who being by me duly sworn, did depose and say that he is the Acting City Manager of the CITY OF LONG

BEACH, described in and which executed the foregoing instrument; that by virtue of the authority conferred on him by law, he subscribed his name to the foregoing instrument and that he executed the same for the purposes therein mentioned.

Notary Public, State of New York
No. 01GU4650362
Qualified in Nassau County
Commission Expires January 31, 2022
(SEAL) [Signature]
Notary Public

(ACKNOWLEDGEMENT OF OFFICER OF THE CITY ATTESTING CONTRACT)

STATE OF NEW YORK)
) SS:
COUNTY OF NASSAU)

On this 26 day of December, 2019, before me personally came and appeared DAVID FRASER to me known, who being by me duly sworn, did

depose and say that he/she is the CITY CLERK of the CITY OF LONG BEACH described in and which executed the foregoing instrument; that he/she knows the seal of the City of Long Beach; that he/she is the official custodian of such seal; that one of the impressions appearing on said instrument is a true and correct impression of such seal; and that he/she affixed it thereto and attested the same over his/her signature by virtue of the authority in him/her vested.

GINA T. GUMA
Notary Public, State of New York
No. 01GU4650362
Qualified in Nassau County
Commission Expires January 31, 2022
(SEAL) [Signature]
Notary Public



City of Long Beach

NEW YORK 11561

FORM OF CONTRACT (Cont.)

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF NEW YORK)

COUNTY OF NASSAU)

On this _____ day of _____, 2019 before me personally came and appeared _____, to me known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same.

(SEAL)

NOTARY PUBLIC



City of Long Beach

NEW YORK 11561

FORM OF CONTRACT (Cont.)

PERFORMANCE BOND

(With Labor and Materialmen Clauses)

KNOW ALL MEN BY THESE PRESENT, that we _____
 _____, of _____
 _____ (hereinafter called the "Principal") and the _____
 _____, a corporation created and existing under the
 laws of the State of _____, and having its principal
 office in the City of _____, (hereinafter called the
 "Surety"), are held and firmly bound unto _____
 _____ (hereinafter called the "Obligee"), in the penal sum of
 _____ Dollars (\$ _____), lawful money of the United
 States of America, for payment of which, well and truly to be made, the said principal bind(s)
 themselves (himself, itself) and their (his, its) heirs, executors and administrators, successors and
 assignees, all jointly and severally, firmly by these present.

Signed, sealed and dated this _____ day of _____, 20____.

WHEREAS, said Principal has entered into certain written contract with said Obligee,
 dated as of the _____ day of _____, 20____, (hereinafter called the
 "Contract") for _____, a copy of which contract is hereto annexed and
 hereby made part of this bond as if herein set forth in full.



City of Long Beach

NEW YORK 11561

FORM OF CONTRACT (Cont.)

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, if the said Principal, their (his, its) heirs, executors and administrators, successors or assignees or any or either of them shall,

1. Well and truly and in good, sufficient and workmanlike manner, perform or cause to be performed said contract, and any amendment or extension of or addition thereto, and each and every of the covenants, promises, agreements and provisions therein stipulated and contained to be performed by said Principal, and complete the same within the period therein mentioned; and in each and every respect comply with the conditions therein mentioned to be complied with by said Principal, and fully indemnify and save harmless the said Obligee from all costs and damages which it may suffer by reason of failure to do so and fully reimburse and repay the said Obligee all outlay and expense which it may incur in making good any such default, and
2. Also pay or cause to be paid the wages and compensation for labor performed, and services rendered to all persons engaged in the prosecution of the work provided for therein, whether such persons be agents, servants or employees of the said Principal, their (his, its) heirs, executors and administrators, successors or assignees, or by any subcontractor or of any assignee thereof, including all persons so engaged who perform work of laborers or of mechanics regardless of any contractual relationship between the said Principal, their (his, its) heirs, executors and administrators, successors or assignees, or by any subcontractor or of any assignee thereof, and such laborers or mechanics but not including office employees not regularly stationed at the site of the work, and further, shall pay or cause to be paid, all lawful claims of subcontractors and of material men and other third persons arising out of or in connection with said contract and the work, labor, services, supplies and material furnished in and about the performance and completion thereof, then these obligations shall be null and void; otherwise they shall remain in full force and effect.



City of Long Beach

NEW YORK 11561

FORM OF CONTRACT (Cont.)

PROVIDED, however, that this bond is subject to the following additional conditions and limitations:

All persons who have performed labor or rendered services as aforesaid, all subcontractors, and all persons, firms, corporations, including materialmen and third persons, as aforesaid, furnishing work, labor, services, supplies and materials under or in connection with said contract, or in or about the performance and completion thereof, shall have a direct right of action (subject to the prior right of the Obligee) under any claim against the surety and its successors and assignees on this bond which right of actions shall be asserted in proceedings instituted in the State in which work, labor, services, supplies or material were performed, rendered or furnished, or where work, labor, services, supplies are in more than one State than in any other State.

Insofar as permitted by the laws of such State, said right of action shall be asserted in a proceeding instituted in the name of the said Obligee to the use and benefit of the person, firm, or corporation instituting such action and of all other persons, firms, and corporations having a claim hereunder, and any other persons, firms or corporations having claims hereunder shall have the right to be made a party to such proceedings, (but not later than six (6) months after the performance of said contract and final settlement thereof) and to have such claim adjudicated in such action and judgment rendered thereon prior to the institution of such a proceeding by a person, firm or corporation in the name of such a said Obligee, as aforesaid. Such person, firm or corporation shall furnish the said Obligee with a bond or indemnity for costs, which bond shall be in the amount satisfactory to the said Obligee.

- (b) The said Surety or its successors or assignees shall not be liable hereunder for any damages or compensation recoverable under any Workmen's Compensation or Employee's Liability Statute.
- (c) In no event shall the said Surety, or its successors, or assignees, be liable for a greater sum than the penalty of this bond, exclusive of the proper progress payments made pursuant to this contract as the work is progressed, or subject to any suit, action or proceeding hereon that is instituted by any person, firm or corporation under the provisions of the above section (a) later than six (6) months after the complete performance of said contract and final settlement thereof.



City of Long Beach

NEW YORK 11561

FORM OF CONTRACT (Cont.)

The said Principal, for themselves (himself, itself) and their (his, its) heirs, executors and administrators, successors and assignees, and the said surety, for itself and its successors and assignees do hereby expressly waive any objection that might be interposed as to the right of said Obligee to require a bond containing the foregoing provision, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought herein by any person, firm or corporation, including subcontractors, material, men and third persons, or work, labor, services, supplies, or material performed, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the said Obligee to require the foregoing provision to be placed in this bond.

And the said Surety, for value received, for itself and its successors and assignees hereby stipulates and agrees that the obligations of said Surety and of its successors and assignees and this bond, shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the said contract or the work to be performed there under or by any payment there under before the time required therein, or by any waiver of any provision thereof, or by an assignment, subletting or other transfer of any monies due or to become due there under; and the said Surety, for itself and its successors and assignees, does hereby waive notice of any and all of such extensions, waivers, assignments, subcontractors, and transfers, and omitted to be done by and in relation to (executors, administrators) successors, assignees, subcontractors and other transferees shall have the same effect as to said Surety and its successors and assignees as though done or omitted to be done by and in relation to said Principal.



City of Long Beach

NEW YORK 11561

FORM OF CONTRACT (Cont.)

WITNESS our hands and seals this _____ day of _____, 20____

(SEAL)

(SEAL)

(SEAL)

ATTEST:

COMPANY

TITLE

BY

ATTEST:

SURETY



City of Long Beach

NEW YORK 11561

If the Contractor (Principal) is a partnership, the bond shall be signed by each of the individuals who are partners.

If the Contractor (Principal) is a Corporation, the bond shall be signed in its correct corporation name by a duly authorized officer, agent or attorney-in-fact.

There shall be executed an appropriate number of counterparts of the bond corresponding to the number of counter parts of the contract.

Each executed bond should be accompanied by:

- (a) Appropriate acknowledgments of the respective parties.
- (b) Appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety.
- (c) A duly certified extract from By-Laws or Resolution of Surety under which Power of Attorney or other certificate of Authority of its agents, officers or representatives was issued, and
- (d) Duly certified copy of latest published financial statement of assets and liabilities of Surety.

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK)) SS:
 COUNTY OF))

On this _____ day of _____, 2019, before me personally came and appeared _____, to me known, who, being by me duly sworn, did depose and say that he resides at _____ that he is the _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that it was so affixed by order of the Directors of said corporation and that he signed his name thereto by like order.

(SEAL)

 NOTARY PUBLIC