



BID INSTRUCTIONS

PROJECT: NY131 – Lincoln Logistics Brewster

LOCATION: NY312 & Pugsley Road
Southeast, NY

DATE: 9/14/2023

ITEM: Plumbing Bid Instructions

1. Bidding Procedure

- A. All bids are due in writing in our office on or before September 20th, 2023. Please mail/email bids in proposal form to the address below:

ARCO Design/Build Industrial New York, LLC.
44 S. Broadway, Suite 1003
White Plains, NY 10601
Attention: **Patrick Piekarski & Billy Forrester**
Cell: 914-719-2408 & 914-291-3944
Email: ppiekarski@arcodb.com & bforrester@arcodb.com

- B. A faxed or e-mailed bid will be accepted if it is received before the above time.
- C. Any and all questions should be directed to the person(s) listed above.

2. Bidding Documents

- A. Bidding documents shall include these Bid Instructions, and the drawings on the attached document log titled Exhibit F. dated 9/12/2023
- B. These Bid Instructions will become part of the contract documents. Provide any exception to these Bid Instructions at the time of bid.
- C. A submission of a bid is a statement that the bidder has reviewed all the documents described above and in these Bid Instructions.
- D. It is the responsibility of this subcontractor to advise ARCO of any conflict in the Bid Documents at the time of submittal of Bid.
- E. A submission of a bid acknowledges that this contractor has read all terms and conditions in the attached "Subcontract Template" and all terms and conditions are acceptable. Any comments to the contrary must be submitted with the proposal. Changes to this template will not be accepted unless specified in this proposal.

- F. All specifications are noted on documents listed above.
- G. All work shall be done in accordance with the drawings and specifications listed on the attached drawing log. All specifications and all criteria shown on the drawings are noted on documents listed above and in these bid instructions. If this subcontractor does not have a copy of these specifications, it is their responsibility to obtain one from ARCO. No provisions will be made after contract award for variance from the project specifications.
- H. Some specifications addressing this subcontractor's work are attached to these Bid Instructions, however all sections of the specifications must be met, regardless if they are attached to these Bid Instructions or not.
- I. A submission of a subcontractor proposal indicates that the subcontractor has fully investigated the existing site and its existing conditions and has had the opportunity for a site visit. No change orders will be issued based on existing conditions of the site and this subcontractor's lack of knowledge of those conditions, or any conflicts between existing conditions drawings and actual existing conditions.
- J. Subcontractor's proposal, clarifications, and exclusions are voided after execution of this subcontract.
- K. Temporary electrical power and lighting may not be available at the jobsite. This subcontractor is to make provisions for their own temporary power and lighting.

3. Scope of Work:

The scope of work shall include, but is not necessarily limited to the following:

- A. Provide labor, material, equipment, supervision, expertise, permits, etc., as are required to provide a turnkey installation of the plumbing system.
- B. Unloading, Handling and Storage:
 - 1) Properly unload and stack all equipment. Material must be offloaded and stored (if required) per ARCO superintendent.
 - 2) The ARCO superintendent is to be notified of any marred, damaged or warped material encountered while unloading.
 - 3) Staging of material is to be coordinated with the ARCO superintendent to insure that storage of equipment or materials does not interfere with other trades.
- C. This contractor shall be licensed by the State of New York and Putnam County/Town of Southeast. Any application and/or license fees shall be paid by this subcontractor.
- D. Install systems in accordance with the drawings, specifications, these bid instructions, all federal, state, and local code enforcement agencies, the fire marshal, the building department, and any other requirements of the State of New York and Putnam County/Town of Southeast, or any other Authority Having Jurisdiction. It is the responsibility of this subcontractor to bring to ARCO's attention any items contained in the drawings or bid instructions that are contrary to any federal, state, or local code enforcement agency requirements. It is included that this subcontractor should supply all items required by any federal, state or local code enforcement agency pertained to this trade.
- E. Subcontractor will be responsible for coordination with other members of the construction team and all other trades, particularly fire protection, plumbing and electrical, throughout the construction phase, and through completion of the punch list.
- F. Include domestic and roof drain work including all hangers, pipe, fittings, devices, fixtures, insulation, etc.

- G. This scope shall include supply and install of the domestic water backflow assembly.
- H. Arrange for all necessary tests, permits, or any other items that are required to complete the work.
- I. All permit fees attributed to this subcontractor's scope of work are to be paid by ARCO.
- J. Include testing of the system, inspections, and approvals as required by the local governing authorities.
- K. Furnish and install hangers spaced as per Code requirements. **Hangers shall be supported from the top chord of the joists only. All hangers are to include insulation guards.**
- L. Trucks will not be allowed on the floor slab. All lifts to be used on the floor slab must be diapered and wheels wrapped to prevent any leaking or marring of the floor slab.
- M. Include layout involved in completing this work.
- N. Any sleeves through, or cutting of existing materials to fit this subcontractors work through or into another item is the work of this subcontractor.
- O. Verify location and flow line of any existing services to be tied into
- P. Install all piping within the joists and joist girders to maintain the clear height (40') in the warehouse. Regardless of clear height, all piping shall be above the bottom chord of the joists.
- Q. It is this contractor's responsibility to coordinate their elevations with the fire protection and electrical field personnel to ensure there's no conflict.
- R. Install plumbing lines high enough to allow for ceilings and the work of other trades.
- S. Check the drawings for the location of plumbing vent pipes in relation to roof top HVAC equipment. Vents should not penetrate the roof within 30' of the fresh air intakes on the HVAC equipment. If they must, extend them 3' above the fresh air intakes.
- T. Identify on walls and as-built drawings the actual locations of all lines stubbed into the building.
- U. Submit as many alternate cost saving ideas as you feel may be appropriate.
- V. All work typically performed by a plumbing subcontractor are to be included for a turnkey installation of the domestic water and storm system.

Domestic Water:

- A. This subcontractor's work is to begin at 12" AFF.
- B. This contractor shall provide and install any backflow preventer required by the AHJ.
- C. Include permits, back flow preventers, check valve assemblies, etc., and any other necessary items required by Code.
- D. Install all domestic water lines as shown on the plumbing drawings. All domestic piping shall be 3" PVC at the ceiling/joists, or as shown on the drawings. All drops/connections from the main PVC line are to be copper. This includes all hose bibb drops, and in wall office water lines.
- E. Provide pipe insulation on all interior water lines.

- F. Freeze proof hose bibs are included as shown on the plumbing drawings. Hose bibs are to be installed AFF. One roof hydrant is to be located for roof access outside of the roof hatch.
- G. Procurement and installation of the domestic water meters is in this contractor's scope of work.
- H. Expansion joints/loops in domestic water lines are to be installed per manufacturer's recommendations or per the drawings, whichever is more stringent. When using pre-engineered lops, ensure all brackets have been cut after installation. The number of loops included should account for the time of year being installed compared to the other extreme temperature the building will see (more if installed in winter).
- I. Pipe insulation guards are required at all hangers.

Storm System:

- A. Furnish and install all roof drains as shown on the drawings including the piping from the roof to 12" AFF.
- B. Storm piping shall be connected to the existing pipe stubs currently located at 12" AFF.
- C. A notch will be placed in the continuous footing by others. Layout of this footing notch is to be performed by this subcontractor. Roof drains shall be piped below continuous footing.
- D. All roof drains to be as sized on the drawings.
- E. Setting of the drain, drain pan/frame shall be by this contractor. Flashing of the roof penetrations shall be by others.
- F. A secondary overflow roof drain is to be included per the attached drawings. This overflow roof drain is to empty out the side of the building via a lamb's tongue onto a concrete splash block. Roof drain, wall penetration, and lambs' tongue are by this subcontractor – splash block by others.
- G. This subcontractor is not to install roof drains in front of wall panel joints that have yet to be caulked.
- H. All horizontal portions of a roof drain system are to have minimum 1/2% slope and be insulated.
- I. The cleanout at the bottom of all roof drains is to be installed parallel with the perimeter wall. This will allow a single bollard to be placed in front of the drain, without blocking the cleanout.
- J. Canopy drains are to be included by this subcontractor. Canopy drains to be cored through the tilt wall panels and tied into 4" pipe stubbed in at 12" AFF. Coring to be included by this subcontractor.

4. Exclusions:

- A. Painting
- B. Roof Flashing

5. Submittals and Shop Drawings:

- A. One (1) PDF copy of drawings, equipment cut sheets, shop drawings, and submittals shall be submitted for approval by ARCO, Owner, and Owner's consultants in order to meet the schedule outlined in Section 9 of these Bid Instructions.
- B. At project completion, prior to release of retainage and within 10 calendar days of subcontractor's last day

on the jobsite, provide:

- Four (4) hard copies and one (1) .pdf of stamped as-built drawings
- Four (4) hard copies and one (1) .pdf copy of operation and maintenance information, including trade equipment manuals, equipment cut sheets, product data sheets on all items incorporated into the project
- One (1) copy of all drawings (including as-builts) in AutoCAD plot-file format
- One-year warranty based on ARCO's approved format

6. General Requirements:

- A. ARCO Project Manager must approve extras in writing before work begins. If work is performed without giving ARCO written notice that it is not included in the contract sum, no Change Order will be issued for claim.
- B. If work is performed on a "time-and-materials" basis, the subcontractor's foreman and the ARCO superintendent must agree on the hours and materials used each day and complete proper documentation no later than the morning following the day the work is performed. Provide written forms or documentation for T&M extras to ARCO project manager within seven (7) calendar days from the date of occurrence. No extras will be approved later.
- C. This subcontractor shall conform to all federal, state, local and company safety/health regulations. The company Health and Safety Manual can be found at the following FTP site link:

www.arcosafe.com password: letmein

Conformance to all OSHA standards or ARCO standards (whichever is more stringent), hazardous communications, and other applicable safety requirements includes, but is not limited to, the following:

1. All personnel on site shall wear hard hats, safety vests **AND safety glasses** at all times. It is the responsibility of this contractor to supply all of these for field personnel. Subcontractors are subject to removal and ARCO imposed fines if these are not followed.
2. GFI and Assured Grounding of Electrical Outlets
3. Fall protection is required for all employees working over 6'.
4. Silica protection (engineered controls) must be in place, with fit tests for all wearing respirators or masks
5. Headphones/ear buds cannot be worn on the jobsite
6. Aluminum ladders are strictly prohibited from ARCO jobsites.
7. All extension cords shall have either a GFI receptacle and be routinely checked as part of a written and recorded assured grounding program.
8. Hazardous Communications Program - Each subcontractor on ARCO's job sites must maintain a hazardous materials file for his own employees. Each file shall contain Material Safety Data Sheets (MSDS) on all material used in that specific project's construction. This project specific Safety Program and MSDS sheet is to be given to the ARCO superintendent prior to the start of any work.
9. It is the subcontractor's responsibility to notify ARCO and other Contractor's on the job site of any hazardous materials to which their employees may be exposed.
10. Any fines or penalties imposed by OSHA for work relating to subcontractor's scope shall be

deducted from the subcontractor's compensation.

11. Excavations that are four feet or more in depth shall be either slopped or shored according to the specifications set aside in subpart P of the occupational safety and health standards for construction.
 12. All work performed on or after September 23, 2017 will be in compliance with the Crystalline Silica Standard for Construction under OSHA's 29 CFR 1926.1153. For each subcontractor employee engaged in a task identified on Table 1, the employer shall fully and properly implement the engineering controls, work practices, and respiratory protection specified for the task on Table 1, unless the employer assesses and limits the exposure of the employee to respirable crystalline silica in accordance with paragraph (d) of the standard. Exposure assessments will be given to ARCO prior to beginning work.
 13. ARCO prohibits the use of a Safety Monitor System as a means of fall protection for all trades. A Warning Line System may be utilized in accordance with OSHA standards. Anyone outside of the Warning Line System must utilize traditional fall protection methods.
 14. ARCO Prohibits "free rigging" from the forks of telehandlers and forklifts. Subcontractors must use proper hook/jib attachments for rigging below the forks.
 15. Equipment operators (forklift, aerial lift, etc.) must be certified and trained in accordance with all Federal, State and Local regulations.
 16. Any diesel equipment planned for indoor use is to be provided with an operable exhaust scrubber
 17. If a subcontractor's employee(s) arrives at the job site without a hard hat or safety vest, the employee(s) will be issued a hard hat or vest by ARCO Design/Build. The hard hat/safety vest will become property of the subcontractor and the subcontractor will be charged \$50.00 for each hard hat, safety vest and safety glasses issued to their employee(s). At no time will a subcontractor's employee be allowed to work at the site without a hard hat, safety vest or safety glasses.
 18. If this subcontractor finds it is working in unsafe conditions, it is this subcontractor's responsibility to cease work and to notify ARCO. It is this subcontractor's responsibility to ensure their employees are working in safe conditions.
- D. This subcontractor shall include all daily cleanup and legal disposal of all trash and debris generated by this work in dumpsters provided by ARCO. This includes leaving your work area in a broom swept condition and all materials neatly staged in designated areas. If this subcontractor is not performing cleanup on a daily basis, ARCO will perform cleanup and back charge this subcontractor \$150/hr for cleanup services.
- E. No exclusions or changes from the drawings, specifications or bid instructions will be permitted without written approval from the ARCO project manager or superintendent.
- F. ARCO will allow the subcontractor progress payments at monthly intervals, in the ratio and to the extent of this subcontractor's completed work. Ten percent (10%) retention will be withheld from each progress payment. Retention withheld may be invoiced thirty (30) days after the completion of the subcontractor's work. The retention will be released upon completion of the project and after ARCO receives the retention payment from the Owner. **All requests by the subcontractor for progress payments and retention must be emailed to the following representative at ARCO; ADBI DBM Billy Forrester a bforrester@arcodb.com and ADBI Accountant Maureen Murphy Mmurphy@arcodb.com prior to the 25th (no later than the 25) of each month (projected for work to be completed by the end of that month) in order to be processed for payment on or after the last of the succeeding month, pending receipt of payment from Owner. All payment requests should be made on the ARCO's Contractor Payment Request Form.**
- G.

- H. **No payments will be made to this subcontractor until a completed bid breakdown on ARCO's provided bid form is submitted to ARCO and filled out to the project managers satisfaction.**
- I. **All progress payment requests must be accompanied by any additional paperwork that may be required by ARCO or the Owner, such as conditional and/or unconditional lien waivers, sub-subcontractor requests, etc.**
- J. **ARCO will require unconditional waivers from this subcontractor's suppliers and second and third tier contractors, for work performed for the period for which this subcontractor is requesting payment, PRIOR to payment from ARCO.**
- K. On contracts over \$50,000, the successful Subcontractor will be required to submit a schedule of values to be approved. Monthly invoices shall be prepared according to the schedule of values. Breakdowns shall be included in the form of AIA documents. Breakdowns must be submitted to ARCO for approval within ten (10) days of the date of award.
- L. This subcontractor shall list all suppliers and second tier subcontractors it intends to use on the project, and their associated contract or material value in the Exhibit A of this subcontract. The Exhibit A must be filled out at the time of execution of this subcontract. It is ARCO's intent to execute joint check agreements with suppliers of this subcontractor with material values in excess of \$200,000.
- M. Subcontractor shall include all applicable taxes, fees, permits, freight, hoisting and/or temporary elevator, scaffolding, clean up, supervision, overhead, etc., to perform his work.
- N. A submission of a proposal is confirmation that this contractor is licensed, certified, etc. to work in the jurisdiction (city, township, county, state, etc.) of the project. A change order for either cost or schedule extension will not be issued to procure the appropriate licenses, certifications, etc.
- O. All material supplied by this contractor and stored on site shall be the responsibility of this contractor to protect from damage or theft. This specifically includes any material supplied by others but to be unloaded, staged/stored AND/OR installed by this contractor. This shall include, but not limited to, payment of any insurance deductibles.
- P. The initial lead foreman will not be replaced for the duration of the project unless directed otherwise by ARCO.
- Q. Any and all knowledge, information, data, materials, trade secrets, and project work product gained, obtained, derived, produced, generated, or otherwise acquired, by one of the Design/Builder's agents, employees, subcontractors, or material suppliers with respect to the project owner, its affiliates, consultants, employees, or competitors, or the present or projected business operations or affairs of any of the foregoing, shall be considered and treated by Design/Builder's subcontractors as confidential trade secrets and proprietary to the owner.
- R. It is the intent of ARCO to obtain a top quality, finished product and an all-inclusive bid per the Bid Instructions and the drawings as requested. In that regard, **change order requests will not be accepted unless there is a change in the Scope of Work.** Bidders should include all costs required to deliver a complete system. Nominal changes to the work, such as minimal dimensional changes, shall not constitute a change in scope.
- S. This subcontractor will provide its own temporary lighting and power if required.
- T. Temporary electrical power may not be available at the jobsite. This subcontractor is to make provisions for their own temporary power.
- U. This subcontractor is responsible for all layout associated with their work. This is also to include surveying costs if required.

- V. Weekly progress meetings shall be held at the job site and are mandatory for the lead on site representative. These meetings may require attendance by the office subcontractor personnel depending on the schedule and content of the meeting. Upon achieving Substantial Completion, weekly punchlist meetings will be held on site and it is mandatory for this subcontractor's foreman to attend all weekly meetings until their punchlist is 100% complete.
- W. All employees of this subcontractor shall attend weekly safety meetings led by ARCO's superintendent if they are present that day. If this contractor holds a safety meeting independent of ARCO's, at a minimum, the lead foreman must attend the ARCO safety meeting. Important information regarding the job progress is communicated in these meetings and every subcontractor must attend.
- X. Subcontractor is required to attend a pre-construction meeting regarding their scope of work. The meeting shall be coordinated directly with the ARCO Project Manager and Superintendent prior to mobilization or delivery of any materials and/or equipment. The Subcontractor's project manager is required to attend.
- Y. **ACCURATE** as-built drawings must be kept and maintained by this subcontractor. All deviations from the plans must be recorded. All locations of concealed work and utility installations must also be marked on the drawings.
- Z. It is the responsibility of all contractors digging, coring, etc. on the site to check project as-builts and/or coordinate with other trades to confirm locations of all underground conduits, utilities, etc.
- AA. It is the responsibility of us all to give the Owner a slab that is in a like new condition, as well as being free of marks, chips, stains, etc. as can be reasonably expected. As such:
- a. All lifts used on the slab shall be diapered to prevent oil leaking onto the floor slab.
 - b. Any stationary equipment that can leak fluid or stain the slab shall have a tarp placed underneath it able to contain any leaks.
 - c. If a lift is charged within the building, the slab shall be protected accordingly
 - d. No eating or drinking inside the building will be permitted
 - e. All equipment on the slab will have white non marking tires or be wrapped with covers
 - f. No cranes, trucks, or personal vehicles etc. will be allowed on the concrete floor slab after it has been poured.
 - g. Any delivery trucks or other equipment getting on the slab will require the edge of slab to be protected from spalling or damage, and all tires shall be free of stone or other material that could damage or mar the slab
 - h. Provide plastic and dunnage for all material stored on the slab or truck apron. Wood dunnage will NOT be permitted.
 - i. The slab shall be treated as a finished material, and this subcontractor shall protect the slab from damage or staining as a result of this subcontractor's work.
- Any cleaning, repair, or replacement of the slab due to not adhering to items listed above, or from damage caused by this subcontractor will be the responsibility of this subcontractor.
- BB. Subcontractors are required to provide ARCO with a copy of their Hazard Communications.
- CC. All manufacturer's recommendations are to be strictly adhered to. All manufacturer information is to be submitted to ARCO.
- DD. Adherence to requirement of the attached Exhibit B – ARCO Murray H&S Rigging Advisory is required.
- EE. All change order requests submitted shall be broken down at a minimum to labor costs, equipment costs, material costs, and OH&P, with material invoices used to substantiate costs. Any unsubstantiated lump sum change order request submitted will be rejected. Overhead and profit shall be limited to ten percent (10%) on top of all costs for any extra work.

- FF. All bids shall be submitted on the attached ARCO bid form. No payments will be issued to this contractor until ARCO bid form is completed.
- GG. No changes to the contract sum shall be provided due to force majeure events outside the control of ARCO or the Owner extending the project schedule, including but not limited to project suspensions or shutdowns ordered by local authorities.
- HH. Notwithstanding anything to the contrary, Subcontractor acknowledges that the Occupational Safety and Health Administration (OSHA) published an Emergency Temporary Standard on November 5, 2021 regarding Vaccination and Testing (29 CFR 1910, Subpart U) ("COVID ETS Standard"). The COVID ETS Standard is currently the subject of ongoing litigation. Notwithstanding anything to the contrary in the Subcontract or its exhibits, Subcontractor acknowledges and agrees that (i) the Subcontract Sum and the Subcontract Completion Time have taken into account the cost and time impacts that the COVID ETS Standard will have on the performance of the Subcontract Work; (ii) implementation of the COVID ETS Standard shall not constitute (a) a change in the Subcontract Work, (b) a change in applicable laws, regulations, codes and ordinances, (c) force majeure, or (d) impossibility of performance of the Subcontract Work; and (iii) Subcontractor shall not be entitled to an extension of the Subcontract Completion Time or an increase to the Subcontract Sum as a result of implementation of the COVID ETS Standard.

7. **Warranty:**

- A. Provide one (1) year written guarantee on all work in a format dictated by ARCO and in compliance with the Owner contract. Final payment will not be made earlier than ten (10) working days after receipt of written guarantee, as-built drawings, and operations submittals as described in Section 5.

8. **Insurance:**

- I. **INCORPORATION.** This Insurance Exhibit is deemed to be, and is hereby made a part of, the Subcontract. To the extent that this Insurance Exhibit conflicts with the Subcontract, this Insurance Exhibit controls, and the terms of this Insurance Exhibit supersede the terms of the Subcontract. All other Subcontract terms not in direct conflict shall remain in full force and effect.
- II. **DEFINITIONS.** The following defined terms shall have the following meanings in this Insurance Requirements Exhibit only:
- a. **Subcontract:** The subcontract agreement between the Subcontractor and the Contractor to which this Insurance Exhibit is an exhibit.
 - b. **Contractor:** The general contractor or construction manager with whom the subcontractor has contracted through the Subcontract.
 - c. **Subcontractor:** The subcontractor who has contracted with the Contractor through the Subcontract.
 - d. **Subcontract Work:** The work and/or services, as specified in the Subcontract, to be performed by Subcontractor for the Project, including work or operations performed by Subcontractor's subcontractors, of any tier, and any other work performed under Subcontractor's supervision or direction.
 - e. **Project:** The project, as specified in the Subcontract, to which the Subcontract applies.
 - f. **Additional Insureds:** The Owner, the Contractor(s), any parties required to be named as set forth in **Schedule A** attached hereto, and the Project Lenders of record, and each of their respective assigns, and the respective parent, subsidiary and affiliated companies and partners, directors, officers, employees, agents and representatives thereof.
 - g. **Type I.A Subcontractor** means a Subcontractor who will be operating a tower crane, including any Subcontractor whose scope of work includes the operation of such a crane regardless if subcontracted to a lower-tier subcontractor.
 - h. **Type I.B Subcontractor** means a Subcontractor who will be operating any type of crane other than a tower crane, including any Subcontractor whose scope of work includes the operation of such a crane regardless if subcontracted to a lower-tier subcontractor.

- i. **Type II Subcontractor** means a Subcontractor who will be performing any of the following scopes of work: concrete, masonry, steel, carpentry, HVAC, EIFS, plumbing, electrical, excavation, demolition, foundation, scaffolding, and elevator.
- j. **Type III Subcontractor** means any Subcontractor not defined as a Type I.A, Type I.B, or Type II Subcontractor.

III. INSURANCE REQUIRED OF SUBCONTRACTORS. Subcontractor shall purchase and maintain, at its own expense, the following minimum levels of insurance coverage.

- a. **Workers Compensation and Employers Liability**
 - i. Statutory Workers Compensation (including occupational disease) in accordance with the laws of New York, including the Other States Endorsement.
 - ii. Employers Liability Insurance with \$1,000,000 in limits for each of the following exposures: bodily injury by accident (each accident); bodily injury by disease (policy limit); and bodily injury by disease (each employee).
 - iii. The Workers Compensation and Employers Liability Insurance policy shall include a waiver of subrogation in favor of the Additional Insureds.
 - iv. If Subcontractor leases one or more employees through the use of a professional employer organization ("PEO"), leasing company, payroll company, employee management or other company (collectively "Alternate Employer"), then Subcontractor must: (1) provide Contractor with a copy of the contract or agreement with the Alternate Employer, and (2) procure workers' compensation insurance written on an "if any" policy form, including an endorsement providing coverage for alternate employer/leased employee liability. Such insurance shall be in addition to the workers' compensation coverage provided to the leased employee by the payroll, employee management or other company.
 - v. Subcontractor shall ensure that if any of the Subcontracted Work will involve equipment operators furnished pursuant to equipment lease agreements, employees of independent contractors, sole proprietors or partners, such entities are covered by workers' compensation insurance.
- b. Commercial General Liability ("CGL") insurance, written on a current ISO CG 00 01 occurrence policy form, with applicable limits as set forth in the Schedule of Required Limits below:

SCHEDULE OF REQUIRED LIMITS					
Subcontractor Type		Type I.A	Type I.B	Type II	Type III
Commercial General Liability	Each Occurrence Limit	\$1,000,000			
	General Aggregate Limit (per project basis)	\$2,000,000			
	Products-Completed Operations Aggregate Limit	\$2,000,000			

Limits may be satisfied with a combination of primary, excess and/or umbrella policies of insurance, provided that all such policies comply with all requirements of this Insurance Exhibit, including but not limited to the naming of the Additional Insureds on a primary and non-contributory basis as set forth below.

In addition to the foregoing, the terms and conditions for the CGL coverage (both primary and umbrella/excess policies) shall:

- i. Name the Additional Insureds on each of Subcontractor's policies as additional insureds. Coverage for all Additional Insureds shall include coverage for liability arising out of Subcontractor's ongoing and completed operations performed for such Additional Insureds, including coverage for the negligence of the Additional Insured. Acceptable additional insured endorsements include ISO form CG 20 10 11 85, or CG 20 10 04 13 or CG 20 38 04 13 and 20

37 04 13. No other additional insured endorsement is acceptable unless agreed to by Contractor in writing.

- ii. Include insured contract coverage, including indemnity for injuries to Subcontractor's employees.
 - iii. Include ongoing operations and products-completed operations coverage for Subcontractor and the Additional Insureds.
 - iv. Contain no limitation or exclusion for resulting or consequential property damage.
 - v. Contain no limitation or exclusion for the Additional Insureds' vicarious liability, strict liability, or statutory liability including, without limitation, liability pursuant to New York's labor laws.
 - vi. Contain no limitation or exclusion based on the existence or applicability of the Additional Insureds' project-specific insurance.
 - vii. Not contain any professional liability exclusion broader than ISO form 22 79 07 98.
 - viii. Include full severability of interests for insureds (i.e., no cross-liability or insured-versus-insured exclusion applicable to suits between the Subcontractor and the Additional Insureds).
 - ix. Include a full waiver of subrogation in favor of the Additional Insureds.
 - x. Be maintained from the commencement of the Work until not less than ten (10) years after final completion of the Project.
 - xi. If Subcontractor's work includes the application, maintenance or repair of Exterior Insulation Finish Systems (EIFS) or similar product, Subcontractor's CGL policy shall not exclude such work.
- c. Commercial Automobile Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence, and naming the Additional Insureds as additional insureds.
- d. Pollution Liability with limits of at least \$1,000,000 per project, per occurrence and/or pollution event. This requirement for pollution liability insurance shall apply only if Subcontractor or its subcontractor/consultant is providing earthwork, demolition, concrete, plumbing, pile driving, dynamic compaction, drilling services (drillers, geopiers, etc.) and/or electrical services.
- e. Professional Liability with limits of at least \$1,000,000 per claim and \$2,000,000 in the annual aggregate. The retroactive date, if any, must be before the start of the Project. This insurance must be maintained until three years after final completion of the Project. This requirement for professional liability insurance shall only apply to Subcontractors whose Subcontract includes professional services, and/or where all or part of a Subcontractor's work is excluded from coverage from their General Liability Insurance as excluded professional services.
- f. Excess/umbrella liability insurance providing coverage in excess of the underlying Commercial General Liability, Commercial Automobile Liability and Employers' Liability insurance required under this Insurance Exhibit. Such excess/umbrella liability coverage shall be no less broad than the coverage required for the underlying Commercial General Liability, Commercial Automobile Liability and Employers' Liability insurance required under this Insurance Exhibit. If the limits of the underlying policies are reduced or exhausted due to loss payments, the excess/umbrella policy's limits will apply in excess of the reduced limits, or if the underlying limits are exhausted, the excess/umbrella policy's limits will apply as underlying limits until its own limits are exhausted. The umbrella/excess liability policy shall provide, either within the policy or by endorsement, that Subcontractor's umbrella/excess liability shall apply immediately upon exhaustion of any applicable underlying policy of Subcontractor, and shall not seek exhaustion of any policy of any Additional Insured hereunder. This umbrella/excess policy shall be on a form reasonably acceptable to Contractor. The excess/umbrella policy's and shall have minimum limits as set forth in the Schedule of Required Limits below:

SCHEDULE OF REQUIRED LIMITS				
Subcontractor Type	Type I.A	Type I.B	Type II	Type III
Umbrella/ Excess (per occurrence and aggregate)	\$24,000,000	\$10,000,000	\$5,000,000	\$3,000,000

- g. Subcontractor shall be responsible for insurance for their own materials, facilities, tools, equipment, scaffolds, bracing and similar items. Subcontractor is responsible for furnishing all insurance required by any rental agreements for equipment rented by Subcontractor. In the event Subcontractor leases or operates a crane, hoist or similar type of equipment (a "Crane"), Subcontractor must provide insurance for the full replacement cost of such Crane, any damage to the Project caused by the Crane and any

consequential damages to the Project or the Additional Insureds as a result of damage to the Crane or loss of use of the Crane. Any insurance procured by Subcontractor for such Cranes, materials, facilities, tools, equipment, scaffolds, bracing and similar items shall waive subrogation against the Additional Insureds, and Subcontractor waives all claims against the Additional Insureds to the extent of coverage available to Subcontractor under such insurance.

IV. GENERAL INSURANCE REQUIREMENTS. The following requirements are applicable to all the insurance coverages required under this Exhibit, except to the extent otherwise indicated.

- a. Additional Insureds.** All insurance required by this Insurance Exhibit must name the Additional Insureds for all liability arising out of the Subcontract Work, to the fullest extent permitted by law. The coverage afforded to the Additional Insureds shall be as broad as that afforded to Subcontractor and shall include liability for injuries to Subcontractor's employees.
- b. Primary and Non-Contributory.** All insurance, whether issued on a primary or umbrella/excess basis, afforded to the Additional Insureds shall be primary to, and non-contributory with, any other insurance on which the Additional Insured is a named insured, whether such other insurance is primary, excess, self-insurance, or insurance on any other basis.
- c. Limits of Insurance.** The limits of insurance afforded to the Additional Insureds shall be the limits stated above, or the full limits of the policy, whichever are greater. In specifying minimum requirements herein, neither Contractor nor Owner assert or recommend this insurance as adequate for Subcontractor's requirements. Subcontractor is solely responsible to inform itself of types of insurance or additional limits it may need beyond these minimum limits to protect itself from loss, damage, or liability. Failure of Owner or Contractor to identify deficiencies in any insurance provided by Subcontractor shall not relieve Subcontractor from any insurance obligations.
- d. Waiver of Subrogation.** To the fullest extent permitted by law, all insurance Subcontractor furnishes in compliance with this Exhibit shall include a waiver of subrogation in favor of the Additional Insureds.
- e. Deductibles and Self-Insured Retentions.** The policies listed above may not include a self-insured retention unless agreed to in writing by Contractor. Subcontractor shall be solely responsible for any deductibles applicable under any insurance furnished in compliance with this exhibit, regardless of who the covered insured(s) are.
- f. Rating.** The insurance required under this Insurance Exhibit shall be maintained with insurance carriers authorized to do business in New York and having a minimum A.M. Best Financial Strength rating of "A- (excellent)" and Financial Size category of at least "VIII".
- g. Sub-subcontractors.** Should the Subcontractor engage a sub-subcontractor, the same conditions applicable to the Subcontractor under this Insurance Exhibit shall apply to each sub-subcontractor. Sub-subcontractors shall provide evidence of same if requested.
- h. No Limitation.** The insurances maintained by Subcontractor shall not limit any of Subcontractor's indemnity obligations or other obligations under the Subcontract.
- i. No waiver of Insurance Requirements.** It is expressly agreed between Contractor and Subcontractor that any failure on the part of the Contractor to require or verify complete and timely performance of its obligations under the insurance requirements by Subcontractor shall not constitute a waiver of any right of Contractor to require compliance by Subcontractor with the insurance requirements, and/or to seek damages resulting from the Subcontractor's failure to comply.

V. Certificates of Insurance and Copies of Insurance Policies.

- a. Certificates.** A Certificate of Insurance indicating all coverages required by this Exhibit and providing for thirty (30) days written notice prior to cancellation, non-renewal or material modification in any policy as well as all endorsements required by this Subcontract, must be submitted, approved, and available to Contractor prior to the commencement of the Subcontract Work.
- b. Policies.**
 - i. At least 30 days prior to commencing the Subcontract Work, or as soon as reasonably possible, Subcontractor must provide the following insurance documentation to Contractor:
 - 1. A full and complete copy of Subcontractor's CGL insurance policy;
 - 2. Full and complete copies of Subcontractor's excess policies, up to the limits required by this Insurance Exhibit;
 - 3. A full and complete copy of Subcontractor's Automobile Liability policy, or at a minimum a copy of that policy's Declarations page and relevant additional insured provision or endorsement; and

these individual scopes of work are to begin. Provided ARCO provides reasonable notification, the allowable durations will begin on the day that ARCO dictates, whether this subcontractor begins work or not.

- C. If it is clear that this subcontractor will not complete the work in the durations above and ARCO provides reasonable notification, ARCO reserves the right to have the work completed by a third party and will backcharge this subcontractor for the cost of the work.
- D. Duration is shown in work days, i.e. Monday through Friday and excluding Saturday and Sunday. Durations listed above have no allowance for delays outside of this subcontractor's control, such as weather. Any reasonable delay extending the durations listed above shall be approved ARCO Project Manager.
- E. This work may or may not start exactly on the indicated date; however, ARCO will keep you updated as to the progress of the job schedule.
- F. ARCO expects work to be completed on this project on all normal working days the site is workable and during off hours, if required, to meet this subcontractor's allowable schedule durations listed in item 9. Should ARCO receive a permissible extension from the Owner, the same extension will be granted to this subcontractor.
- G. **Should this subcontractor not complete any of the activities listed below within ten (10) business days of contracted date/duration, a penalty of \$5,000/ calendar day will be assessed and issued against this subcontract. Damages are not to be cumulative and not assessed on each individual milestone. As an example, if both items g. and h. extend one week beyond the durations allowed, only one week's of penalties will be assessed, not two.**



BID PROPOSAL FORM

PROJECT: NY131 – Lincoln Logistics Brewster

LOCATION: NY312 & Pugsley Road
Southeast, NY

DATE: 9/14/2023

ITEM: Plumbing Bid Proposal Form

1. Subcontractor Information:

Subcontractor Name: _____

Address: _____

Phone & Fax No: _____

Contact _____

2. Bid Breakdown:

The total base bid, and not the estimated quantities and unit prices will be the basis of a contract for the successful bidder. Should actual quantities vary from estimated, and should the variance not be due to a scope change, the base bid will not be adjusted. Unit prices will be the basis for contract adjustment for changes in scope.

<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Subtotal</u>
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Domestic

3" domestic main	_____	LF @ \$ _____	/EA = _____
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¾" to hose bibbs	_____	LF @ \$ _____	/EA = _____
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Hose bibbs	_____	EA @ \$ _____	/EA = _____
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Domestic back flow	_____	EA @ \$ _____	/EA = _____
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Storm

Roof Drains _____ EA @ \$ _____/EA = _____

Premium for overflow RD _____ EA @ \$ _____/EA = _____

TOTAL LUMP SUM BID _____

EXCLUSIONS: _____

ALTERNATES

Bidders shall include sales and/or use taxes and freight charges.

UNLESS NOTED OTHERWISE, WE ACCEPT ALL TERMS AND CONDITIONS OF THESE BID INSTRUCTIONS, DRAWINGS, AND SPECIFICATIONS.

Signed by: _____

Title: _____

Date: _____