

SCHEDULE A:

198 E161 Street, Bronx - Elevator Modernization Project

PART 1. BID INFORMATION	
DESCRIPTION OF PROCUREMENT	Elevator Modernization at 198 E161 Street, Bronx that includes replacement of the Elevator cabs, controls and ancillary system components, provision of two (5) split AC-DX cooling systems, remedial Architectural Work and Electrical Work.
AGENCY / DIVISION	New York City Department of Citywide Administrative Services (DCAS)/ Construction and Technical Services (CTS)
E-PIN	85626B0010
SUBMIT BIDS NO LATER THAN DATE: TIME: SUBMIT BIDS TO:	See PASSPort Passport
BID OPENING DATE AND TIME	See PASSPort
PRE-BID CONFERENCE	☐ Mandatory ☒ Optional ☐ None
PRE-BID CONFERENCE LOCATION PRE-BID CONFERENCE DATE PRE-BID CONFERENCE TIME	Teams meeting See PASSPort TBD
BID SECURITY <i>Note: Bid Security is required if bid is greater than \$1,000,000.</i>	☒ Required ☐ Not Required Bid Bond: 10% of the bid amount OR Bid Security: 2% of the Bid Amount with Certified Check or Bank Check made payable to DCAS
PERFORMANCE AND PAYMENT BOND	☒ Required ☐ Not Required 100% Performance and Payment Bonds for the full amount of the bid shall be obtained by the selected vendor and shall remain in effect throughout the term of the Contract awarded as a result of this solicitation.
PERIOD OF PERFORMANCE	3-year contract
POINT OF CONTACT	Justine Woo , DCAS Agency Procurement T: 212-386-0431 E: JUWOO@dcas.nyc.gov

The Bid Documents will be posted in The City Record Online ("CROL") and can be viewed until the bid opening date. They will then be archived for future review if desired.

PART 2. REQUIRED CONTRACT INFORMATION	
DCAS PROJECT MANAGER Construction and Technical Services	Rhodney Edouard, DCAS T: (212) 386-5078 F: 212-313-0274 E: rhedouard@dcas.nyc.gov
<u>CONTRACT ARTICLE 14.</u> Date for Substantial Completion The Contractor shall substantially complete the Work in the number of calendar days indicated to the right.	<u>1095</u> consecutive calendar days
<u>CONTRACT ARTICLE 15.</u> Liquidated Damages If the Contractor fails to substantially complete the Work within the time fixed for substantial completion plus authorized time extensions or if the Contractor , in the sole determination of the Commissioner , has abandoned the Work , the Contractor shall pay to the City the amount indicated to the right.	N/A See Article 54 of General Conditions.
<u>CONTRACT ARTICLE 17.</u> Sub-Contractor The Contractor shall not make subcontracts totaling an amount more than the percentage of the total Contract price indicated to the right.	☐ Not permitted ☒ Permitted, but not to exceed <u>75</u> % of the Contract price
<u>CONTRACT ARTICLE 21.</u> Retainage The Commissioner shall deduct and retain until the substantial completion of the Work the percentage of the Work indicated to the right.	<u>5</u> % of the value of the Work
<u>CONTRACT ARTICLE 22.</u> Insurance <i>See, Part 3 below.</i>	
<u>CONTRACT ARTICLE 24.</u> Deposit Guarantee As security for the faithful performance of its obligations, the Contractor , upon filing its requisition for payment on Substantial Completion , shall deposit with the Commissioner a sum equal to the percentage of the Contract price indicated to the right.	1% of the Contract price

<u>CONTRACT ARTICLE 24.</u> Period of Guarantee Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.	
<u>CONTRACT ARTICLE 67.</u> Locally based enterprise program The Contract is subject to the requirements of Section 6-108.1 of the Administrative Code regarding locally based enterprises (LBE). LBE subcontracting requirements apply only when there are no M/WBE subcontracting requirements.	☐ LBE applies ☒ LBE <u>does not</u> apply
<u>CONTRACT ARTICLE 75.</u> Compensation to be paid to the Contractor The City shall pay and the Contractor shall accept in full consideration for the performance of the Contract, subject to additions and deductions as provided herein, the total sum shown in the column to the right, said sum being the amount for which the Contract was awarded to the Contractor at a public letting thereof, based upon the Contractor's bid for the Contract.	Amount for which the Contract was awarded: ☐ Not to Exceed \$ _____ Note: If the Bid Price, or any portion thereof, is based on unit prices, check "Not to Exceed" before the amount.
ADDITIONAL REQUIREMENTS	
Experience Requirements	☒ Specific experience is required. See Bidders Qualification Section in the General Specifications. ☐ No specific experience requirements apply
M/WBE Requirements If M/WBE participation goals are established for the Contract, the Contractor will be required to submit a completed Schedule B – M/WBE Utilization Plan.	☐ NO ☒ YES 20% Unspecified If YES, has Contractor completed: ☐ Schedule B – M/WBE Utilization Plan ☐ No, Contractor obtained a full waiver
Project Labor Agreement (PLA) If PLA applies, the Contract is therefore exempt from the Wicks Law (NY Gen Mun § 101.5) requirement of separate prime contracts for plumbing, HVAC and electrical trade work. The PLA shall take precedence.	☐ YES ☒ NO

PART 3. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS

Note: All certificate(s) of insurance submitted pursuant to Contract Article 22.3. 3 must be accompanied by a Certification by Broker or Agent consistent with Part III below and include the following information:

- For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;
- Policy limits consistent with the requirements listed below;
- Additional insureds or loss payees consistent with the requirements listed below; and
- The number assigned to the Contract by the City (in the "Description of Operations" field).

Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety)	Contract Provision	Minimum Limits and Special Conditions
■ Commercial General Liability	Art. 22.1.1 See, Art. 22.1.1(c) if the Work requires a Dept. of Buildings permit	\$1,000,000 per occurrence \$2,000,000 per Project aggregate applicable to this Contract unless the Work requires a permit from the Department of Buildings and greater limits of Commercial General Liability Insurance are required pursuant to 1 RCNY section 101-08. Additional Insureds: 1. City of New York, including its officials and employees, with coverage at least as broad as ISO Forms CG 20 10 and CG 20 37 and 2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the Contract requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, if known, or the entity's title (e.g. Project Manager) and/or 3. _____
■ Workers' Compensation ■ Disability Benefits Insurance ■ Employers' Liability □ Jones Act □ U.S. Longshoremen's and Harbor Workers Compensation Act	Art. 22.1.2 Art. 22.1.2 Art. 22.1.2 Art. 22.1.3 Art. 22.1.3	Workers' Compensation and Disability Benefits Insurance are statutory per New York State law without regard to jurisdiction. Employers' Liability: \$1,000,000 each accident. Note: The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (3) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance.

		Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. law.
☒ Builders' Risk Insurance	Art. 22.1.4	100% of total value of Work (to be submitted within ten (10) days of Project Commencement). Contractor the Named Insured; the City both an Additional Insured and one of the loss payees as its interests may appear. If the Work does not involve construction of a new building or gut renovation work, the Contractor may provide an installation floater in lieu of Builders Risk insurance. <u>Note: Builders Risk Insurance may terminate upon Substantial Completion of the Work in its entirety.</u> <i>Note: Builders' Risk Insurance is not required on service contracts.</i>

☒ Commercial Auto Liability	Art. 22.1.5	\$1,000,000 per accident combined single limit If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.
☐ Contractors Pollution/Environmental Liability	Art. 22.1.6	\$_____per occurrence \$_____aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
☐ Marine Protection and Indemnity	Art. 22.1.7(a)	\$_____per occurrence \$_____aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
☐ Hull and Machinery Insurance	Art. 22.1.7(b)	\$_____per occurrence \$_____aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
☐ Marine Pollution Liability	Art. 22.1.7(c)	\$_____each occurrence \$_____aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
☒ Asbestos Liability	Art. 22.1.8	\$1,000,000 per occurrence; \$2,000,000 aggregate (Combined Single Limit). To be provided <u>only if</u> incurred during the duration of the project. Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____

☒ Lead Liability	Art. 22.1.8	\$1,000,000 per occurrence; \$2,000,000 aggregate (Combined Single Limit). To be provided <u>only if</u> incurred during the duration of the project. Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
☐ Excess Liability Insurance	Art. 22.1.8	\$_____per occurrence \$_____aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
[OTHER] ☐ Cyber Liability Insurance_____	Art. 22.1.8	\$_____per occurrence \$_____aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
[OTHER] ☐ _____	Art. 22.1.8	\$_____per occurrence \$_____aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____ <i>Note: if Railroad Protective Liability Insurance is required, the appropriate Named Insured is the owner of the railroad and there are no additional insureds.</i>

CERTIFICATES OF INSURANCE

Instructions to New York City Agencies, Departments, and Offices

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

- (1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

- (2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

PART 4. CERTIFICATION BY BROKER OR AGENT

Note: Pursuant to Article 22.3.3 of the **Contract**, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or certified copies of all policies referenced in the Certificate of Insurance.

CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

[Name of broker or agent (typewritten)]

[Address of broker or agent (typewritten)]

[Email address of broker or agent (typewritten)]

[Phone number/Fax number of broker or agent (typewritten)]

[Signature of authorized official, broker or agent]

[Name and title of authorized official, broker or agent (typewritten)]

State of)
County of) ss.:

Sworn to before me this _____ day of _____ 20____

NOTARY PUBLIC FOR THE STATE OF _____

PART 5. ADDRESS OF COMMISSIONER

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in the **Contract**.

General Counsel
The City of New York
Department of Citywide Administrative Services
1 Centre Street 19th Floor North
New York, NY 10007

-and-

Engineering Audit Office
The City of New York
Department of Citywide Administrative Services
1 Centre Street, 17th Floor North
New York, NY 10007

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