

SCHEDULE A

For CSB 25TH FL CONSTRUCTION AT 1 CENTRE STREET

GENERAL CONDITIONS TO CONSTRUCTION CONTRACT (INCLUDING GENERAL CONDITIONS RELATING TO ARTICLE 22 -- INSURANCE)

PART I. REQUIRED INFORMATION

<u>DESCRIPTION OF PROCUREMENT</u>	The renovation of the 25th floor at 1 Centre Street for the City of New York future office pilot project.
<u>E-PIN</u>	85624B0012
<u>PRE-BID CONFERENCE</u>	☐ Mandatory ☒ Optional ☐ None See Key Dates in PASSPort.
<u>SITE VISIT</u>	☐ Mandatory ☒ Optional ☐ None See Key Dates in PASSPort
<u>BID BOND/SECURITY</u> The Contractor shall obtain a bid bond or bid security in the amount indicated to the right.	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.
<u>INFORMATION FOR BIDDERS</u> <u>PERFORMANCE AND PAYMENT BONDS</u> The Contractor shall obtain performance and payment bonds in the amount indicated to the right.	100%
<u>CONTRACT ARTICLE 14.</u> <u>DATE FOR SUBSTANTIAL COMPLETION</u> The Contractor shall substantially complete the Work in the number of calendar days indicated to the right.	1,095 consecutive calendar days
<u>CONTRACT ARTICLE 15.</u> <u>LIQUIDATED DAMAGES</u> Omitted Intentionally	N/A

<u>CONTRACT ARTICLE 17.</u> <u>SUB-CONTRACTOR</u> The Contractor shall not make subcontracts totaling an amount more than the percentage of the total Contract price indicated to the right.	Not to exceed 76% of the Contract price
<u>CONTRACT ARTICLE 21.</u> <u>RETAINAGE</u> The Commissioner shall deduct and retain until the substantial completion of the Work the percent value of the Work indicated to the right.	5% of the value of the Work
<u>CONTRACT ARTICLE 22.</u> <u>(Per Directions Below)</u>	
<u>CONTRACT ARTICLE 24.</u> <u>DEPOSIT GUARANTEE</u> 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 Contract price
<u>CONTRACT ARTICLE 24.</u> <u>PERIOD OF GUARANTEE</u> Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.	One (1) year period subsequent to the date of Substantial Completion contained in each Work Order (or use and occupancy in accordance with Article 16 of the Standard DCAS Requirements Contract), except where other periods of maintenance and guaranty are provided for in the Contract Documents including, but not limited to, Article 15 of the General Conditions.
<u>CONTRACT ARTICLE 74.</u> <u>STATEMENT OF WORK</u> The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Contract Drawings, Specifications, and all Addenda thereto, numbered as shown in the column to the right.	

<u>CONTRACT ARTICLE 75.</u> <u>COMPENSATION TO BE PAID TO CONTRACTOR</u> 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, this said sum being the amount at 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: \$ <u>Please see PASSPort for Contract Amount</u> [Agency: If the Bid Price, or any portion thereof, is based on unit prices, insert the words “Not to Exceed” before the amount.]
ADDITIONAL REQUIREMENTS	
<u>MWBE REQUIREMENTS</u> <u>If MWBE participation goals are established for the Contract, the Contractor will be required to submit a completed Schedule B- MWBE utilization Plan.</u>	☒ YES ☐ NO 30% M/WBE with disaggregated goals as following: Black American: 16% Hispanic American 14% If YES, has Contractor completed: ☒ Schedule B – M/WBE Utilization Plan ☐ No, Contractor obtained a full waiver
<u>Project Labor Agreement (PLA)</u> 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

(GENERAL CONDITIONS RELATING TO ARTICLE 22 -- INSURANCE)

PART II. 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 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, including listed paragraph)	Minimum Limits and Special Conditions
■ Commercial General Liability Art. 22.1.1	The minimum limits shall be \$1,000,000 per occurrence and \$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).
■ Workers' Compensation Art. 22.1.2 ■ Disability Benefits Insurance Art. 22.1.2 ■ Employers' Liability Art. 22.1.2 ☐ Jones Act Art. 22.1.3 ☐ U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3	Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction. 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	Art. 22.1.4	100 % of total value of Work 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. Note: Builders Risk Insurance may terminate upon Substantial Completion of the Work in its entirety.
■ 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 vehicles (endorsement CA 99 48) as well as proof of MCS 90
■ Contractors Pollution Liability	Art. 22.1.6	\$1,000,000 per occurrence \$2,000,000 aggregate 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).
□ 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 Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
☒ Asbestos and Lead Liability Art. 22.1.8	\$1,000,000 per occurrence \$2,000,000 aggregate 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).

SCHEDULE A

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.

SCHEDULE A

**CITY OF NEW YORK
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)

) ss.:

County of)

Sworn to before me this ____ day of _____ 20__

NOTARY PUBLIC FOR THE STATE OF _____

SCHEDULE A
(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)

PART IV. 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 this **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, 20th Floor South
New York, NY 10007

-and-

DCAS Agency Contracting Officer
The City of New York
Office of Citywide Procurement
Department of Citywide Administrative Services
1 Centre Street, 18th Floor South
New York, NY 10007