

SCHEDULE A: INSURANCE REQUIREMENTS

SCHEDULE A

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

PART I. REQUIRED INFORMATION

<u>INFORMATION FOR BIDDERS</u> <u>BID BOND</u> The Contractor shall obtain a bid bond in the amount indicated to the right.	N/A
<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.	N/A
<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.	Five (5) consecutive calendar years from the date of the Notice to Proceed
<u>CONTRACT ARTICLE 15.</u> <u>LIQUIDATED DAMAGES</u> 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.	See Part III, Specifications
<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.	Subcontracting will be permitted up to a max of forty percent (40%) of the workload M/WBE subcontract goal - 20% 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.	N/A

<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.	0% 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.	See Part III, Specifications
<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.	See Part III, Specifications
<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: As per the amount in the price schedule submitted by the contractor.

(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 \$3,000,000 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). 3. <i>[Agency: If appropriate, insert names of other entities to be covered as Additional Insureds.]</i>
■ Workers' Compensation	Art. 22.1.2	Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.
■ 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	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	\$_____ per occurrence
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	\$_____ 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 Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____

[OTHER] Art. 22.1.8 ☐ _____	<i>[If other type(s) of insurance need to be required under the Contract, the Contracting Agency should (a) check the box and fill in the type of insurance in left-hand column, and (b) in this right-hand column, specify appropriate limit(s) and appropriate Named Insured and Additional Insured(s). Note that if Railroad Protective Liability Insurance is required, the appropriate Named Insured is the owner of the railroad and there are no additional insureds.]</i>
[OTHER] Art. 22.1.8 ☐ _____	<i>[See directly above.]</i>

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 _____

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(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**.

Barry Greenspan

9 MetroTech Center Room 5W-4

Brooklyn, New York 11201