### **BID PACKAGE TRAINING # 2**

# ADDENDUM TO THE GENERAL CONDITIONS

- I. Definition
- 2. Project Description
- 3. Applicability of Sections
- 4. DDC Standards
- 5. Single-Contract Projects
  - I. Schedule A
  - 2. Schedule B
  - 3. Schedule C
  - 4. Schedule D

- 5. Schedule E
- 6. Schedule F
- 6. Multiple-Contract Projects
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- 7. Finalize

# What is the Addendum to the General Conditions?

### **Addendum to the General Conditions:**

A summary of the overall project and a key component of the final Bid Package, referencing back to the DDC General Conditions.

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- 2. Project Description
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Match header date with specifications



FMS # Date:

### THE CITY OF NEW YORK DEPARTMENT OF DESIGN AND CONSTRUCTION DIVISION OF PUBLIC BUILDINGS

### ADDENDUM TO THE GENERAL CONDITIONS FOR SINGLE CONTRACT PROJECTS

The General Conditions are hereby amended in accordance with the terms and conditions set forth in this Addendum.

Highlights are instructions: delete or edit as noted

Project Description:

paragraph in length

approx. a short

Highlighted text is for instructional purposes only. The Consultant shall delete such highlighted text from the final document. Division 1 – DDC Standard General Conditions, shall only be amended by this Addendum to the General Conditions. Sections or Sub-Sections of the General Conditions which are not applicable to this Project as listed in Section VII, Applicability of Sections/Sub-Sections, must be deleted or amended by the Addendum to the General Conditions. The Consultant shall submit the Addendum to DDC for review, as required by the Design Consultant Guide. In addition, the Consultant shall submit the Addendum to the General Conditions and the technical Specifications via digital file, as well as by hard conv.

### I. PROJECT DESCRIPTION

The Consultant shall provide a description of the Project in the format indicated below.

FMS#:

Insert FMS number

PROJECT NAME:

Insert Project Name

PROJECT DESCRIPTION: This Project consists of Insert Project description

PROJECT LOCATION: BOROUGH: CITY OF NEW YORK ZIP CODE: COMMUNITY BOARD

Insert street address Insert borough name

Insert zip code

COMMUNITY BOARD #: Insert community board number

LANDMARK STATUS:

The Consultant shall indicate whether the project is a Designated Landmark Structure or Site, or a Landmark Quality Structure. The Consultant shall also indicate 'Applies' under Section VII, Applicability of Sections/Sub-Sections, Section 01 3591 Historic Treatment Procedures, if this project is a Designated Landmark Structure or Site, or a Landmark Quality Structure.

DESIGNATED LANDMARK STRUCTURE OR SITE: Insert YES or NO

If this is a Designated Landmark Structure or Site, Section 01 3591, Historic Treatment Procedures applies to this project

LANDMARK QUALITY STRUCTURE:

Insert YES or NO

If this is a Landmark Quality Structure, Section 01 3591, Historic Treatment Procedures applies to this project

project.

The Consultant shall indicate under Section VII, Applicability of Sections/Sub-Sections, Section 01 3591
Historic Treatment Procedures 'Does not Apply', if this project is NOT a Designated Landmark Structure or Site, or a Landmark Quality Structure.

March 1, 2017 must remain (to match date of standard contract)



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Coordinate with
Applicable Articles on
following pages and
with specifications

Coordinate with Applicable Articles on following pages and with specifications

Only check for CM if you have one on board

### II. LEED GREEN BUILDING REQUIREMENTS

The Consultant shall indicate whether the project is designed to achieve a LEED Green Building Rating and shall indicate the designated rating for the project. If the project is designed to achieve a LEED rating, the Consultant shall also indicate 'Applies' under Section VII, Applicability of Sections/Sub-Sections, for Sections 01 8113 Sustainable Design Requirements for LEED Buildings; 01 8119. Indoor Air Qualify Requirements for Adhesives, Sealants, Paints and Coatings for LEED Buildings; 01 8119 Indoor Air Qualify Requirements for LEED Buildings; and 01 9113 General Commissioning Requirements. If the project is NOT designed to achieve a LEED Green Building Rating, the Consultant shall delete the provision set forth below and insert 'Not Used'

This project must achieve a *(Insert either Certified, Silver, Gold or Platinum)* LEED Green Building Rating. A certain number of credits are required for this rating and are detailed in the Project Specifications. Sections 01 8113 Sustainable Design Requirements for LEED Buildings, 01 8113.13 VOC Limits for Adhesives, Sealants, Paints and Coatings for LEED Buildings, 01 8119 Indoor Air Quality Requirements for LEED Buildings, and 01 9113 General Commissioning Requirements of the DDC Standard General Conditions shall apply to this project.

### III. COMMISSIONING REQUIREMENTS

The Consultant shall indicate whether the project is subject to Commissioning requirements. The Consultant shall also indicate 'Applies' under Section VII, Applicability of Sections/Sub-Sections, Section 01 9113 General Commissioning Requirements, if this project is subject to Commissioning Requirements. If the project does not include Commissioning Requirements, the Consultant shall delete the provisions set forth below and insert 'Not Used'.

This project includes Commissioning Requirements. The General Commissioning Requirements are found in Section 01 9113 of the DDC Standard General Conditions. Other specific Commissioning Requirements can be found in the Project Specification Sections.

#### IV. PROJECT MANAGEMENT

The Consultant shall check the appropriate box, as directed by DDC

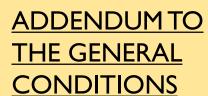
	DDC shall using its ow			enter	into	all	contracts	for	the	Project	. DDC	shall	I manage	the	Project	t
$\overline{}$	DDC shall p	oublicly b	id and e	enter ir	nto all	COI	ntracts for	the	Proj	ect. A	Construc	ction	Manageme	ent fi	rm (the	?

DDC shall publicly bid and enter into all contracts for the Project. A Construction Management firm (the "CM") hired by DDC shall manage the Project. The Contractor is advised that the CM shall serve as the representative of the Commissioner at the site and shall, subject to review by the Commissioner, be responsible for the inspection, management, coordination and administration of the required construction work, as delineated in the article of the Standard Construction Contract entitled "The Resident Engineer".

#### V. CONTRACTS FOR THE PROJECT

This Project consists of a single contract. The consultant shall revise the type of contract if other than General Construction work as directed by DDC.

The Project consists of a single contract, the Contract for General Construction Work. The Contractor for General Construction Work is responsible for the performance of all required work for the Project as set forth in the Contract Documents (General Conditions, Drawings and Specifications), including all responsibilities and obligations assigned to separate Contractors for the following subdivisions of the work: Plumbing Work, HVAC Work, and Electrical Work. All responsibilities and obligations in the Contract Documents assigned to separate Contractors for such subdivisions of the work are the responsibility of the Contractor for General Construction Work.



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#### VI. SCHEDULES

The Contractor is advised that Schedules A through F are attached to, and incorporated as part of, this Addendum to the General Conditions. These schedules contain important information that is specific to this Project. The Contractor is advised to carefully review these schedules.

#### VII. APPLICABILITY OF SECTIONS/SUB-SECTIONS AND AMENDED SUB-SECTIONS

Delete highlighted instructions The Consultant shall review each Section/Sub-Section listed below and shall indicate whether the Section/Sub-Section (1) applies to the Project, (2) does not apply to the Project, or (3) applies to the Project as amended. The Consultant shall so indicate by checking the appropriate box. For any Section/Sub-Section that applies to the Project as amended, the Consultant shall provide the amended Section/Sub-Section at the End of this Section. The Consultant is advised that any amended Section/Sub-Section must be approved in writing by DDC.

The Contractor is advised that various Sections/Sub-Sections in the General Conditions may not apply to this Project or may apply as amended. Such Sections/Sub-Sections advise the Contractor to "Refer to the Addendum for the applicability of this Section/Sub-Section." Such Sections/Sub-Sections are set forth below. A check mark indicates whether the Section/Sub-Section (1) applies to the Project, (2) does not apply to the Project, or (3) applies to the Project as amended. If no box is checked, the Section/Sub-Section, as set forth in the General Conditions, applies to the Project. Amended Sections/Sub-Sections, if any, are set forth following this list of Sections.

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All sections listed here are explained in detail in the DDC General Conditions.

Coordinate with LEED requirements

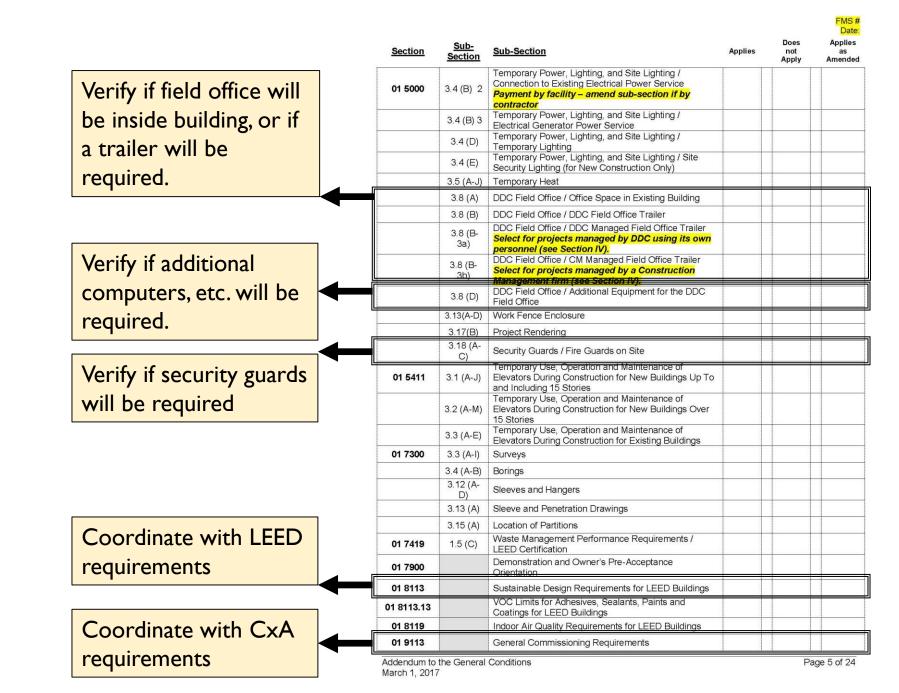
Coordinate with Landmark status (p.1)

All sections must either Apply or Not Apply. If the description in the DDC General Conditions needs to be modified, check 'Applies as Amended.' DO NOT LEAVE ANY ROWS BLANK.



	Section	Sub- Section	<u>Sub-Section</u>	Applies	Does not Apply	Applies as Amended	
	01 1000	1.4 (B)	Scope and Intent / LEED				
		1.4(C)	Scope and Intent / Commissioning				
	01 3233		Photographic Documentation				
	01 3300	1.7 (A-D)	LEED Submittals				
	01 3503		General Mechanical Requirements				
	01 3506	3.2 (A-B)	Electrical Conduit System Including Boxes (Pull, Junction and Outlet)				
		3.3 (A-E)	Electrical Wiring Devices				
-		3.4 (A-I)	Electrical Conductors and Terminations				
		3.5 (A-B)	Circuit Protective Devices				
		3.6 (A-J)	Distribution Centers				
		3.7 (A-I)	Motors				
-		3.8 (A-I)	Motor Control Equipment				
	01 3591		Historic Treatment Procedures				
1	01 5000	3.2 (A)	Temporary Water Facilities / Temporary Water				Ē
January		3.2 (B)	Temporary Water Facilities / Temporary Water – Work in Existing Facilities				
		3.3 (B)	Temporary Sanitary Facilities / Self-Contained Toilet Units				
		3.3 (C)	Temporary Sanitary Facilities / Existing Toilets				
		3.4 (B) 1	Temporary Power, Lighting, and Site Lighting / Connection to Utility Lines				

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Include amended sections here (eg – for CxA)

Include any applicable additional sections here (eg – building hours of operation, restrictions on building access, phasing, and so on)

This section will be completed by DDC

#### AMENDED SECTIONS/SUB-SECTIONS

For any Section/Sub-Section that applies to the Project as amended, the Consultant shall provide the amended Section/Sub-Section. The Consultant is advised that any amended Sections/Sub-Sections must be approved in writing by DDC. If there are no amended Sections/Sub-Sections, the Consultant shall delete this Section.

The Contractor is advised that the amended Sub-Sections set forth below are included in the General Conditions and apply to the Project.

#### ADDITIONAL SECTIONS/SUB-SECTIONS

For any Section/Sub-Section that applies to the Project as additional, the Consultant shall provide the additional Section/Sub-Section. The Consultant is advised that any additional Sections/Sub-Sections must be approved in writing by DDC. If there are no additional Sections/Sub-Sections, the Consultant shall delete this Section.

The Contractor is advised that the additional Sub-Sections set forth below are included in the General Conditions and apply to the Project.

#### VIII. SPECIAL EXPERIENCE REQUIREMENTS FOR THE PROJECT

If Special Experience Requirements apply to the project, requirements as approved by legal are inserted here by DDC. If there are no Special Experience Requirements, the text 'NOT USED' shall be inserted.

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### Do not delete or modify standard language.



#### IX. REVISIONS: SPECIFICATIONS AND CONTRACT DRAWINGS

The Specifications and the Contract Drawings for the Project are revised in accordance with the provisions set forth below.

- (1) Owner: Wherever the term "Owner" is used in the Specifications and/or the Contract Drawings, such term shall mean the City of New York.
- (2) Other Entities: In the event any entity other than the City of New York is referred to or named as the "Owner" in the Specifications and/or the Contract Drawings, the name of such other entity is deemed deleted and replaced with the "City of New York".
- (3) <u>Architect / Engineer</u>: Wherever the words "Architect", "Engineer", "Architect / Engineer" or "Architect and/or Engineer" are used in the Specifications and/or the Contract Drawings, such words are deemed deleted and replaced with the word "Commissioner".
- (4) Products / Manufacturers: Wherever the Specifications and/or the Contract Drawings require the contractor to provide a particular product (i.e., material and/or equipment) from a designated manufacturer and/or vendor, the term "or approved equal" is deemed inserted, even if only one product and/or manufacturer is specified, except as otherwise provided below.
  - a) <u>Proprietary Items</u>: If the Bid Booklet contains a Notice which identifies a particular product from a designated manufacturer as a "Proprietary Item", the Contractor shall be required to provide such specified product. In such case, no substitution or "approved equal" will be permitted.
- (5) Special Experience Requirements: Special Experience Requirements for the Project, if any, are set forth in the Bid Booklet. Special Experience Requirements may apply to contractors, subcontractors, installers, manufacturers and/or suppliers. If the Specifications and/or the Contract Drawings contain any Special Experience Requirement that is not set forth in the Bid Booklet, such Special Experience Requirement is deemed deleted, except as otherwise provided below.
  - (a) Any Special Experience Requirement that provides that the entity performing the work or supplying the material must have more than three (3) years of experience, is revised to provide that the entity performing the work or supplying the material must have three (3) years of experience, except as described in paragraph (b) below.
  - Any Special Experience Requirement that pertains to the abatement of hazardous materials shall not be subject to the deletion and/or revision set forth above. Such Special Experience Requirement shall remain in full force and effect.
  - Any Special Experience Requirement that provides that the entity performing the work must be licensed, authorized, certified, approved by or acceptable to the manufacturer, is deemed deleted and replaced with the requirement that such entity must be properly trained for the specified work.
  - d) Any Special Experience Requirement that provides that the individual workers performing the work must be licensed, authorized, certified, approved by or acceptable to the manufacturer, is deemed deleted and replaced with the requirement that such individual workers must be properly trained for the specified work.
- (6) Alternate Bids: If the agency is requesting the submission of Alternate Bids, a Notice regarding such Alternate Bids is set forth in the Bid Booklet. In the event of any conflict or inconsistency between (1) the Notice regarding Alternate Bids set forth in the Bid Booklet and (2) a provision in the Specifications and/or the Contract Drawings regarding Alternate Bids, the Notice set forth in the Bid Booklet shall prevail. If the agency is not requesting the submission of Alternate Bids, as indicated by the absence of a Notice in the Bid Booklet, and the Specifications and/or the Contract Drawings contain any provision regarding Alternate Bids, such provision is deemed deleted.
- 7) Contractor Retained Engineer: If the Specifications and/or the Contract Drawings require the Contractor to retain an Engineer to provide engineering services for the Project, the following sentence is deemed inserted: "Such Engineer must be a Professional Engineer, licensed in the State of New York."

Addendum to the General Conditions March 1, 2017

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### Do not delete or modify standard language.



- (8) <u>LEED Related Provisions</u>: If the Specifications and/or the Contract Drawings require the Contractor to purchase FSC certified wood, rapidly renewable materials, or materials within 500 miles, such provisions are deemed deleted and replaced with the requirement that if the contractor has purchased FSC certified wood, rapidly renewable materials, or materials within 500 miles, the contractor shall submit such forms or documentation as may be required by the City in order for the USGBC to certify that the Project qualifies for the related LEED credit(s).
- (9) <u>Guarantees</u>: Requirements for Guarantees and Maintenance are set forth in Schedule B, which is included in the Addendum to the General Conditions. In the event of any conflict or inconsistency between (1) a guarantee and/or maintenance requirement set forth in the Specifications and/or the Contract Drawings and (2) a guarantee and/or maintenance requirement set forth in Schedule B, the guarantee and/or maintenance requirement set forth in Schedule B shall prevail.
- (10) Warranties: Requirements for Warranties are set forth in Schedule B, which is included in the Addendum to the General Conditions.
  - (a) In the event of any conflict or inconsistency between (1) a warranty requirement set forth in the Specifications and/or the Contract Drawings and (2) a warranty requirement set forth in Schedule B, the warranty requirement set forth in Schedule B shall prevail.
  - b) In the event a warranty requirement set forth in the Specifications and/or the Contract Drawings is omitted from Schedule B, such omission from Schedule B shall have no effect and the Contractor's obligation to provide the manufacturer's warranty, as set forth in the Specifications and/or the Contract Drawings, shall remain in full force and effect.
  - In the event a warranty requirement for a particular item of material or equipment is omitted from Schedule B, as well as from the Specifications or the Contract Drawings, and the manufacturer of such item actually provides a warranty, the Contractor shall be obligated to obtain and deliver to the Commissioner the highest level of warranty actually provided by that manufacturer.
- (11) <u>Exculpatory Provisions</u>: In the event the Specifications and/or the Contract Drawings contain any provision whereby the consultant and/or any of its officers, employees or agents, including subconsultants, is absolved of responsibility for any act or omission, such provision is deemed deleted.
- (12) <u>Insurance</u>: Provisions regarding insurance coverage the Contractor is required to provide are set forth in Article 22 of the City of New York Standard Construction Contract and Schedule A, which is included in the Addendum to the General Conditions. In the event the Specifications and/or the Contract Drawings contain any provision regarding insurance requirements, such provision is deemed deleted.
- (13) Indemnification: Provisions regarding indemnification are set forth in Articles 7, 12, 22 and 57 of the City of New York Standard Construction Contract. In the event the Specifications and/or the Contract Drawings contain any provision regarding indemnification, such provision is deemed deleted.
- (14) <u>Dispute Resolution</u>: Provisions regarding dispute resolution are set forth in Article 27 of the City of New York Standard Construction Contract. In the event the Specifications and/or the Contract Drawings contain any provision regarding dispute resolution, such provision is deemed deleted.
- (15) Payment to Other Entities: In the event the Specifications and/or the Contract Drawings contain any provision which requires the Contractor to make payments to an entity other than a subcontractor and/or supplier providing services and/or material for the project, such provision is deemed deleted.
- (16) General Conditions: In the event of any conflict or inconsistency between (1) the Specifications and/or the Contract Drawings and (2) the General Conditions, the General Conditions shall prevail.
- (17) <u>Standard Construction Contract</u>: In the event of any conflict or inconsistency between (1) the Specifications and/or the Contract Drawings and (2) the City of New York Standard Construction Contract, the City of New York Standard Construction Contract shall prevail.

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# ADDENDUM TO THE GENERAL CONDITIONS FOR SINGLE-CONTRACT PROJECTS

TO BE USED FOR SINGLE-CONTRACT PROJECTS:

- PROJECT LABOR AGREEMENTS
- REVISED SINGLE CONTRACT WICKS, UNDER \$ 3 MILLION

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Determine by cost and/or project schedule

Determine by cost



Schedule A for Publicly Bid Projects: This Schedule A begins below and continues for several pages. The consultant shall revise the yellow hi-lighted areas only and delete yellow instructions when completed.

### SCHEDULE A (FOR PUBLICLY BID PROJECTS) PART I - Contract Requirements

Various Articles of the Contract refer to requirements which are set forth in Schedule A of the General Conditions. The Schedule set forth below specifies the following: (1) the referenced Articles of the Contract, and (2) the specific requirements applicable to the contract.

CONTRACT #1

REQUIREMENTS

Information For Bidders	Bid Security		See Attachment 1 - Bid Information in the Bi	id Booklet							
Information For Bidders	Performance and Payment Bonds	d	See Attachment 1- Bid Information in the Bid	l Booklet							
Article 14 Contract	Time of Substantial Completion	Consecutive Calendar Days	0								
The Consulta		ime for completion	SCHEDULE FOR CONTRACT DURATIO	N							
of each contra	act in Calendar Day	s above, based on	Construction Budget Standard Construction De	<u>uration</u>							
	E FOR CONTRACT		\$0 - 499,999 6 months (180 ccd) \$500,000 - 999,999 9 months (270 ccd) \$1,000,000 - 2,999,999 16 months (480 ccd) \$3,000,000 - 4,999,999 18 months (540 ccd) \$5,000,000 - 9,999,999 24 months (720 ccd) \$10,000,000 and over No Standard								
Article 15 Contract	Liquidated Damages	For each consecutive calendar day over completion time	\$								
		completion time	SCHEDULE FOR LIQUIDATED DAMAGES								
The Consulta	nt shall insert amo	unts for liquidated	VALUE OF								
damages abo	ve for each contrac	ct from the CONTRACT	CONTRACT								
	OR LIQUIDATED D		\$1,001 - \$10,000 \$40 \$10,001 - \$50,000 \$60 \$50,001 - \$100,000 \$80 \$100,001 - \$500,000 \$120 \$500,001 - \$1,000,000 \$200 \$1,000,001 - \$2,000,000 \$400 \$2,000,001 - AND OVER \$600								
Article 17 Contract	Sub- Contracts	Not to exceed Percent of Contract Price	60%								
Article 21	Retainage	Percent of	K 1000/ I	<b>5</b> 0/							
Contract		Voucher	If 100% bonds are required	5%							
			If 1000/ bands are not required and								
			If 100% bonds are not required, and Contract Price is \$1,000,000 or less	5%							
				5% 10%							
Article 24	Deposit	Percent of	Contract Price is \$1,000,000 or less If 100% bonds are not required, and Contract Price is more than \$1,000,000								
Article 24 Contract	Deposit Guarantee	Percent of Contract Price	Contract Price is \$1,000,000 or less If 100% bonds are not required, and								
			Contract Price is \$1,000,000 or less If 100% bonds are not required, and Contract Price is more than \$1,000,000	10%							
Contract	Guarantee		Contract Price is \$1,000,000 or less If 100% bonds are not required, and Contract Price is more than \$1,000,000	10%							
Contract Article 24	Guarantee Period of		Contract Price is \$1,000,000 or less If 100% bonds are not required, and Contract Price is more than \$1,000,000	10%							
Article 24 Contract Article 74	Guarantee  Period of Guarantee  Statement of	Contract Price	Contract Price is \$1,000,000 or less If 100% bonds are not required, and Contract Price is more than \$1,000,000  1%  See Schedule B of the Addendum to the Gen	10% eral Condition							
Contract  Article 24 Contract  Article 74 Contract	Guarantee  Period of Guarantee  Statement of Work  Compensation to	Contract Price	Contract Price is \$1,000,000 or less If 100% bonds are not required, and Contract Price is more than \$1,000,000  1%  See Schedule B of the Addendum to the Gen Addenda, numbered:	10% eral Condition							

Addendum to the General Conditions March 1, 2017

REFERENCE ITEM

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### FMS #

See MWBE Utilization Plan in the Bid Booklet

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### FMS :

### SCHEDULE A (FOR PUBLICLY BID PROJECTS)

### 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).

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Revise per building code as required for project

Include additional insureds if required (eg – for leased properties, or for Libraries)

### For NYPL, include the following:

The New York Public Library,
Astor, Lenox and Tilden
Foundations and its Trustees,
officers, agents and employees

Types of Insura (per Article 22 in its entirety, inclu		Minimum Limits and Special Conditions
■ Commercial General Liability	Art. 22.1.1	The minimum limits shall be \$1,000,000.00 per occurrence and \$2,000,000.00 per project aggregate applicable to this <b>Contract</b> .
		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 broa as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, i known, or the entity's title (e.g., Project Manager).  The Consultant shall include any agency or entitispecified by the DDC Project Manager.  3
■ Workers' Compensation	Art. 22.1.2	Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New Yor State law without regard to jurisdiction.
■ Disability Benefits Insurance	Art. 22.1.2	Note: The following forms are acceptable: (1) New
■ Employers' Liability	Art. 22.1.2	York State Workers' Compensation Board Form No.
□ Jones Act	Art. 22.1.3	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
$\hfill \sqcup$ U.S. Longshoremen's and Harbor Act	Workers Compensation Art. 22.1.3	Exemption Form No. CE-200. The City will not acce an ACORD form as proof of Workers' Compensation Disability Insurance.
		Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. law.

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### Modify these pages only if needed.



### SCHEDULE A (FOR PUBLICLY BID PROJECTS)

### Relating to Article 22 - Insurance

### PART II. Types of Insurance, Minimum Limits and Special Conditions

Types of Insurance (per Article 22 in its entirety, includi		Minimum Limits and Special Conditions							
■ Builders' Risk	Art. 22.1.4	100 % of total value of <b>Work Contractor</b> the Named Insured; the <b>City</b> both an Additional Insured and one of the loss payees as its interests may appear.							
		If the <b>Work</b> does not involve construction of a new building or gut renovation work, the <b>Contractor</b> may provide an installation floater in lieu of Builders Risk insurance.							
		Note: Builders Risk Insurance may terminate upon <b>Substantial Completion</b> of the <b>Work</b> in its entirety.							
■ Commercial Auto Liability	Art. 22.1.5	\$1,000,000.00 per accident combined single limit  If vehicles are used for transporting hazardous materials, the <b>Contractor</b> shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90							
□ Contractor's Pollution 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							

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### Modify these pages only if needed.



### SCHEDULE A (FOR PUBLICLY BID PROJECTS)

### Relating to Article 22 - Insurance

### PART II. Types of Insurance, Minimum Limits and Special Conditions (Continued)

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
□ 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	\$each occurrence
□ Ship Repairers Legal Liability	
[OTHER] Art. 22.1.8	\$per occurrence
□ Collision Liability/Towers Liability	\$aggregate
	Additional Insureds: 1. City of New York, including its officials and employees, and 2. 3.
[OTHER] Art. 22.1.8	\$per occurrence
□ Railroad Protective Liability	\$aggregate  Additional Insureds: 1. City of New York, including its officials and employees, and 2.

Addendum to the General Conditions March 1, 2017

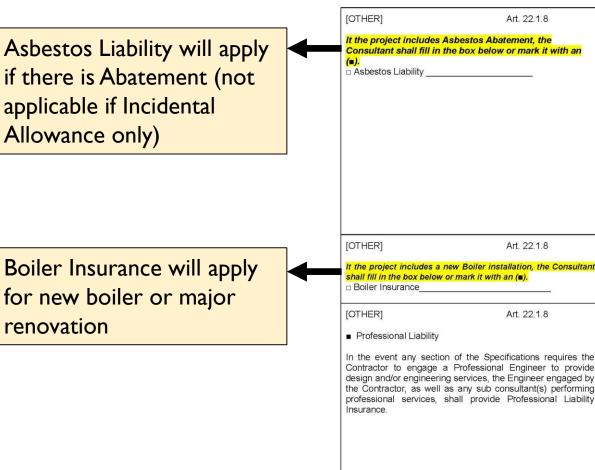
- Definition
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### Relating to Article 22 - Insurance

PART II. Types of Insurance, Minimum Limits and Special Conditions (Continued)

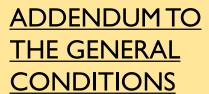
Insurance indicated by a blackened box (a) or by (X) in the  $\Box$  to left will be required under this contract.



[OTHER] Art 22 1 8 Only required of the Contractor or Subcontractor performing any required asbestos removal. It the project includes Asbestos Abatement, the Consultant shall fill in the box below or mark it with an \$1,000,000 each occurrence. □ Asbestos Liability \$2,000,000 aggregate (Combined Single Limit); only required of the Contractor or Subcontractor performing any required asbestos removal. Additional Insureds: 1. City of New York, including its officials and employees, and The Consultant shall include any agency or entity specified by the DDC Project Manager. [OTHER] Art. 22.1.8 It the project includes a new Boiler installation, the Consultant \$200,000 shall fill in the box below or mark it with an (.). □ Boiler Insurance [OTHER] Art. 22.1.8 \$1,000,000 per occurrence The Contractor's Professional Engineer shall maintain and ■ Professional Liability submit evidence of Professional Liability Insurance in the minimum amount of \$1,000,000 per claim. The policy or In the event any section of the Specifications requires the policies shall include an endorsement to cover the liability Contractor to engage a Professional Engineer to provide assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or design and/or engineering services, the Engineer engaged by the Contractor, as well as any sub consultant(s) performing

caused by an error, omission or negligent act of the Contractor's Professional Engineer or anyone employed by the Contractor's Professional Engineer.

Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor's Professional Engineer shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year



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### Do not delete or modify this language.



### SCHEDULE A (FOR PUBLICLY BID PROJECTS)

### Relating to Article 22 - Insurance

### PART III. Certificates of Insurance

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:

 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.

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### Do not delete or modify this language.



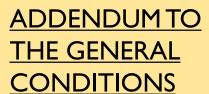
### SCHEDULE A (FOR PUBLICLY BID PROJECTS)

### Relating to Article 22 - Insurance

### PART III. Certification by Insurance Broker or Agent

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

NOTARY PUBLIC FOR THE STATE OF



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### Do not delete or modify this language.



### SCHEDULE A (FOR PUBLICLY BID PROJECTS)

### Relating to Article 22 - Insurance

### 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**.

Long Island City, New York 11101	
30-30 Thomson Avenue, 4th Floor	
ACCO's Office, Insurance Unit	

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### Do not delete or modify standard language.

Delete highlighted text here.

Include Manufacturer
Warranties (not Installer
Guarantees) here – as per
specs

### SCHEDULE B

### Date:

### **Guarantees and Warranties**

(Reference: Section 01 7839, Article 2.7 of the DDC Standard General Conditions)

### **GUARANTY FROM CONTRACTOR**

- (1) Contractor's Guaranty Obligation: The Contractor shall promptly repair, replace, restore or rebuild, as the Commissioner may determine, any finished Work in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of Substantial Completion (or use and occupancy in accordance with the Contract), except for the areas of Work set forth below:
- Roofing, Waterproofing, and Joint Sealant Work. For these types of work, the guarantee period shall be (2) two years.
- Trees and/or Plant Material. For trees and/or plant material furnished and installed, the guarantee period shall be (2) two years. During the guarantee period, the Contractor shall provide all maintenance services set forth in the Specifications.

For any section(s) of the Specifications that require the contractor to furnish trees and/or plant material, the Consultant shall prepare requirements for maintenance services to be provided during the two year guarantee period. The Consultant shall include such requirements for maintenance services in the appropriate section(s) of the Specifications. The Consultant shall coordinate such maintenance requirements with the DDC Project Manager.

- (2) Guaranty Period: The obligation of the Contractor, and its Surety under the Performance Bond, is limited to the period(s) of time specified above.
- (3) Other Provisions Deemed Deleted: In the event the Specifications and/or the Contract Drawings contain any provisions regarding guaranty requirements, such provisions are deemed deleted and replaced with the guaranty requirements set forth in this Schedule B.

\*

#### WARRANTY FROM MANUFACTURER

- (1) Contractor's Obligation to Provide Warranties: The items of material and/or equipment for which manufacturer warranties are required are listed below. For each item of material and/or equipment listed below, the Contractor shall obtain a written warranty from the manufacturer. Such warranty shall provide that the material or equipment is free from defects for the period set forth below and will be replaced or repaired within such specified period. The Contractor shall deliver all required warranties to the Commissioner.
- (2) Required Warranties:

Specification Number Material or Equipment Warranty Period

The Consultant shall list all warranty requirements which are set forth in the Specifications. For all warranty requirements, the Consultant shall provide the following information: (1) the Specification section number, (2) the item of material or equipment for which a warranty is required, and (3) the length of the warranty period.

(3) Application: The obligations under the warranty for the periods specified above shall apply only to the manufacturer of the material or equipment, and not to the Contractor or its Surety; provided, however, the Contractor retains responsibility for obtaining all required warranties from the manufacturers and delivering the same to the Commissioner.

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### Do not delete or modify standard language.



- 4) Other Provisions: The warranty requirements set forth in this Schedule B are also included in the Specifications.
- (a) In the event of any conflict between a warranty requirement set forth in the Specifications and a warranty requirement set forth in Schedule B, the warranty requirement set forth in Schedule B shall take precedence.
- (b) In the event a warranty requirement set forth in the Specifications is omitted from Schedule B, such omission from Schedule B shall have no effect and the Contractor's obligation to provide the manufacturer's warranty, as set forth in the Specifications, shall remain in full force and effect
- c) In the event a warranty requirement for a particular item of material or equipment is omitted from both Schedule B and the Specifications, and the manufacturer of such item actually provides a warranty, the Contractor shall be obligated to obtain and deliver to the Commissioner the highest level of warranty actually provided by that manufacturer.
- (d) In the event a warranty requirement is provided for a particular item of material or equipment, and such requirement specifies a warranty period that is longer than that which is actually provided by any of the specified manufacturers, the Contractor shall be obligated to obtain and deliver to the Commissioner the highest level of warranty actually provided by any of the specified manufacturers, unless otherwise directed in writing by the Commissioner.
- (e) Unless indicated otherwise Warranties are to take effect on the date of Substantial Completion.

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### List all Drawing Sheets here The Consultant shall provide a complete list of all Contract Drawings

(including HazMat, if applicable)

The Schedule set forth below lists all Contract Drawings for the Project.

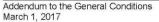
SCHEDULE C

**Contract Drawings** 

(Reference: Section 01 1000, Article 1.5 (A) of the DDC Standard General Conditions)

Drawing Drawing

Drawing





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Include as applicable, or delete and replace with 'NO TEXT' as per instructions

### SCHEDULE D

#### **Electrical Motor Control Equipment**

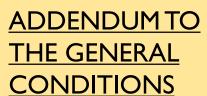
(Reference: 01 3506, Article 3.8 of the DDC Standard General Conditions)

Requirements for electrical motor equipment may be included in one or more sections of the Specifications for the Contract for the Project. Schedule D set forth below delineates specific information for electrical motor control equipment. In the event of any conflict between the Specifications and this Schedule D, Schedule D shall take precedence; provided, however, in the event of an omission from Schedule D (i.e., Schedule D omits either a reference to or information concerning electrical motor equipment which is set forth in the Specifications), such omission from Schedule D shall have no effect and the Contractor's obligation with respect to the electrical motor control equipment, as set forth in the Specifications, shall remain in full force and effect.

The Consultant shall complete Schedule D as appropriate for this Project. If the Project does not include Electrical Motor Control Equipment, the Consultant shall delete Schedule D in its entirety and replace it with "NO TEXT."

DB Disconnect Circuit Breaker (Switch)
TS Thermal Switch
MS Magnetic Starter
T Thermostat
T Ther

Equip. Ident.	Location	# of Units	HP or KW	Volts and Phase	Control Type: See legend above	Remarks:
	4	2				



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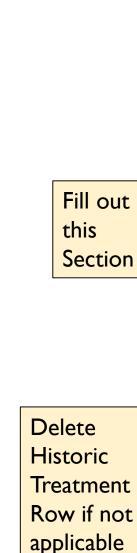


### SCHEDULE E

### Separation of Trades

NOT USED FOR SINGLE CONTRACTS

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### SCHEDULE F

### **Submittals Schedule**

(Reference: Section 01 3300 Article 1.5 (C) of the General Conditions)

The Schedule set forth below lists all submittal requirements for the Contract. In the event of any conflict between the Specifications and this Schedule F, Schedule F shall take precedence; provided, however, in the event of an omission from Schedule F (i.e., Schedule F omits either a reference to or information concerning a submittal requirement which is set forth in the Specifications), such omission from Schedule F shall have no effect and the Contractor's submittal obligation, as set forth in the Specifications, shall remain in full force and effect.

CONSULTANT:	DATE:	
TELEPHONE NUMBER:	2000-10 0000 (5-000-6)	
DDC PROJECT MANAGER:	APPROVED:	
TELEDITORIE VILIABED		

The Consultant shall complete a separate Schedule F by listing all submittal requirements (Shop Drawings and Material Samples) for the contract. In completing this Schedule F, the Consultant shall review the Specifications to insure that all submittal requirements are properly included. The Consultant shall complete the following columns: SPEC. SECT. #, DESCRIPTION, COORD. WITH CONTR., SUBMITTAL, i.e., SHOP DWG., SAMPLE, or CAT. CUTS.

REPORT D	ATE	FMS ID #/PI CONTRACT PROJECT N	REGIST		l #:				CONTRA TRADE: SHOP DI		Contract 1 – GENERAL CONSTRUCTION  LOG SHEET #						
SPEC. SECT.#	DESCRIPTION	COORD. WITH CONTR.	SUBMITTAL		SUB. DATE	REQ'D DEL.	FABRIC. TIME	SUBMISSIONS									
			SHOP DWG.	SAMPLE	CAT. CUTS				REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
01 3526	Safety and Health Program	х															
01 3526	Contractor's Safety Plan	×															
01 3591	Historic Treatment Plan	х															
01 5000	Site Plan		Х														
01 5000	Reports	Х															

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Delete rows for LEED requirements if not applicable to this project

Add rows for all specifications (coordinate with Table of Contents)

Ensure even number of pages. If odd, include extra sheet with text 'This Page Intentionally Left Blank'

01 5423	NYC DOB Scaffold & Sidewalk Shed	Х	х								
01 5423	Permits Site Logistics/Site	Х									
01 5423	Safety Plan Scaffold & Shed Installation Drawings		х								
01 7419	Waste Management Plan	Х									
01 7900	Instruction Program for Demonstration & Orientation	Х									
01 7900	Qualification Data	Х									
01 3113.13	MSDS			Х	Х						
01 8119	IAQ Management Plan	Х									
01 8119	Product Cut Sheets				Х						
01 8119	IAQ Management Plan Photographs	Х									
						_					
			-			<u> </u>					
						_					

The Consultant shall continue the Schedule on additional pages as necessary to complete all submittal information for every Section included in the Specifications for the Contract. Delete any above sections that are not required for project (eg- for historic or LEED).

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# ADDENDUM TO THE GENERAL CONDITIONS FOR MULTIPLE CONTRACT PROJECTS

TO BE USED FOR MULTI-CONTRACT WICKS LAW PROJECTS (NON-CITY OWNED PROPERTIES, COST ABOVE \$3 MILLION)

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### Schedule A

Time of Completion shall be the same for all contracts

Liquidated Damages may be different for each contract FMS # Date:

Schedule A for Publicly Bid Projects: This Schedule A begins below and continues for several pages. The consultant shall revise the yellow hi-lighted areas only and delete yellow instructions when completed.

### SCHEDULE A (FOR PUBLICLY BID PROJECTS) PART I - Contract Requirements

Various Articles of the Contract refer to requirements which are set forth in Schedule A of the General Conditions. The Schedule set forth below specifies the following: (1) the referenced Articles of the Contract, and (2) the specific requirements applicable to the contract.

REFERENCE	ITEM	REQUIREMENTS	CONTRA #1	ACT CONTRACT #2	CONTRACT #3	CONTRACT #4			
Information For Bidders	Bid Security		ation in the Bid Booklet						
Information For Bidders	Performance and Payment Bonds		See Attachment 1- Bid Information in the Bid Booklet						
Article 14	Time of	Consecutive							
Contract	Substantial	Calendar Days	0	0	0	0			
The 0-	Completion			0	0 CONTRACT DURAT	-			
		ert the time for comple dar Days above, based			Standard Construction				
		ITRACT DURATION.	1011	\$0 - 499,999	6 months (180 ccd)	Durauon			
Duration	n should be the sa	ame for all contracts.		\$500,000 - 999,999 \$1,000,000 - 2,999,999 \$3,000,000 - 4,999,999 \$5,000,000 - 9,999,999 \$10,000,000 and over	9 months (270 ccd) 116 months (480 ccd) 118 months (540 ccd) 24 months (720 ccd)				
Article 15	Liquidated	For each							
Contract	Damages	consecutive calendar day over completion time	\$	\$	\$	\$			
					LIQUIDATED DAMA	GES			
		rt amounts for liquida		VALUE OF					
	s above for each JLE FOR LIQUIDA	contract from the CON	TRACT	\$1,001 - \$10,000	\$40				
	PET ON ENGOIDE	TED DAMAGES.		\$10,001 - \$50,00 \$50,001 - \$100,00 \$100,001 - \$500,00 \$500,001 - \$1,000,00 \$1,000,001 - \$2,000,00 \$2,000,001 - AND OVE	\$60 \$80 \$0 \$120 \$200 \$400				
Article 17 Contract	Sub- Contracts	Not to exceed Percent of Contract Price	60%	25%	60%	25%			
Article 21 Contract	Retainage	Percent of Voucher	If 100% b	onds are required		5%			
			If 100% b Contract I	5%					
-				onds are not required, Price is more than \$1.0		10%			
Article 24 Contract	Deposit Guarantee	Percent of Contract Price	1%	1%	1%	1%			
Article 24 Contract	Period of Guarantee	See Schedule B of the Addendum to the General Conditions							
Article 74	Statement of Work		Addenda, numbered:						
Contract		Compensation to be Paid to Contractor							
Article 75 Contract			Amount fo	or which the Contract					
Article 75			Amount fo	or which the Contract	was Awarded:				

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**ADDENDUM TO** 

THE GENERAL

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### Schedule C

List Drawings

separately per

(HazMat Drawings

to be included with

Contract #I GC, if

contract

applicable)



### **Contract Drawings**

(Reference: Section 01 1000, Article 1.5 (A) of the DDC Standard General Conditions)

The Schedule set forth below lists all Contract Drawings for the Project.

### The Consultant shall provide a complete list of all Contract Drawings

CONTRACT #1: GENERAL CONSTRUCTION WORK

Drawing

Drawing

Drawing

CONTRACT #2: PLUMBING WORK

Drawing Drawing

Drawing

CONTRACT #3: HVAC AND FIRE PROTECTION WORK

Drawing

Drawing

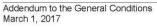
Drawing

CONTRACT #4: ELECTRICAL WORK

Drawing

Drawing Drawing

**—** 





- I. Definition
- 2. Project Description
- 3. Applicability of Sections
- 4. DDC Standards
- 5. Single-Contract Projects
  - I. Schedule A
  - 2. Schedule B
  - 3. Schedule C
  - 4. Schedule D
  - 5. Schedule E
  - 6. Schedule F
- 6. Multiple-Contract Projects
  - I. Schedule A
  - 2. Schedule C
  - 3. Schedule E
- 7. Finalize

### Schedule E

Fill out as per instructions



### SCHEDULE E

### Separation of Trades

(Reference: 01 1000, Article 1.6 (A) of the DDC Standard General Conditions)

Requirements for various items of work are included in the Specifications for the separate Contracts for the Project and in the General Conditions. Schedule E set forth below delineates the responsibilities of each separate Contractor for various items of work, as well as the extent to which certain items involve coordination between trades. The delineation set forth in this Schedule E shall be taken as specific instruction to the Contractor that it is responsible for the listed items of work. Schedule E is not intended to limit the Contractor's responsibility for supervision and coordination. In the event of any conflict between the Specifications, the General Conditions and this Schedule E, Schedule E shall take precedence; provided, however, in the event of an omission from Schedule E (i.e., Schedule E omits either a reference to or information concerning an item of work which is set forth in the Specifications or the General Conditions), such omission from Schedule E shall have no effect and the Contractor's obligation to perform the work, as set forth in the Specifications or the General Conditions, shall remain in full force and effect.

The Consultant shall complete Schedule E as appropriate for this Project. The Consultant shall review the Specifications and the General Conditions for each of the listed items and shall insert the applicable information as it pertains to each separate Contract. Specifically, the Consultant shall indicate which Contractor is responsible for furnishing, installing and/or providing each of the listed items. The Consultant shall also include comments as applicable in the "Notes" column in accordance with the Project requirements. The Consultant shall designate "NA" to any items that are not part of the Project requirements. The Consultant shall ADD any items that are not listed, but are part of the Project requirements. If the Project is a single contract project, the Consultant shall delete Schedule E in its entirety and replace it with "NO TEXT."

Legend: "F" = Furnished "I" = Installed "P" = Provided (Furnished and Installed)
Contractor designation (#1, #2, #3 and #4) is as indicated in Section II of this Addendum.

ITEM	Contr # 1	Contr #2	Contr #3	Contr # 4	Notes
Temporary Heat					
Temporary Water					
Temporary Light and Power					
Temporary Toilets – Enclosures					
Temporary Toilets – Fixtures					
Rubbish removal from project site					
Hoisting and Rigging					

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### To Locate Forms & Templates:

DDC Home > DDC Forms > Public Buildings

- I. Definition
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- 7. Finalize

### KEY TAKE AWAYS

Addendum to the General Conditions is one of several components of the final Bid Package

Verify consultant is using the correct template, and that all pages are filled out

May require coordination with client

### **QUESTIONS?**

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