

BID PACKAGE TRAINING # 2

ADDENDUM TO THE GENERAL CONDITIONS

ADDENDUM TO THE GENERAL CONDITIONS

1. Definition
2. Project Description
3. Applicability of Sections
4. DDC Standards
5. Single-Contract Projects
 1. Schedule A
 2. Schedule B
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5. Schedule E
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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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Match header date with specifications

Highlights are instructions: delete or edit as noted

Project Description: approx. a short paragraph in length

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



Department of
Design and
Construction

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.

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 copy.

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: Insert street address

BOROUGH: Insert borough name

CITY OF NEW YORK

ZIP CODE:

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.

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.

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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 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. 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 publicly bid and enter into all contracts for the Project. DDC shall manage the Project using its own personnel.

☐ 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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Delete
highlighted
instructions

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

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.I)

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	Sub-Section	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			
01 5000	3.2 (A)	Temporary Water Facilities / Temporary Water			
	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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Verify if field office will be inside building, or if a trailer will be required.

Verify if additional computers, etc. will be required.

Verify if security guards will be required

Coordinate with LEED requirements

Coordinate with CxA requirements

Section	Sub-Section	Sub-Section	Applies	Does not Apply	Applies as Amended
01 5000	3.4 (B) 2	Temporary Power, Lighting, and Site Lighting / Connection to Existing Electrical Power Service Payment by facility – amend sub-section if by contractor			
	3.4 (B) 3	Temporary Power, Lighting, and Site Lighting / Electrical Generator Power Service			
	3.4 (D)	Temporary Power, Lighting, and Site Lighting / Temporary Lighting			
	3.4 (E)	Temporary Power, Lighting, and Site Lighting / Site Security Lighting (for New Construction Only)			
	3.5 (A-J)	Temporary Heat			
	3.8 (A)	DDC Field Office / Office Space in Existing Building			
	3.8 (B)	DDC Field Office / DDC Field Office Trailer			
	3.8 (B-3a)	DDC Field Office / DDC Managed Field Office Trailer Select for projects managed by DDC using its own personnel (see Section IV).			
	3.8 (B-3b)	DDC Field Office / CM Managed Field Office Trailer Select for projects managed by a Construction Management firm (see Section IV).			
	3.8 (D)	DDC Field Office / Additional Equipment for the DDC Field Office			
	3.13(A-D)	Work Fence Enclosure			
	3.17(B)	Project Rendering			
	3.18 (A-C)	Security Guards / Fire Guards on Site			
01 5411	3.1 (A-J)	Temporary Use, Operation and Maintenance of Elevators During Construction for New Buildings Up To and Including 15 Stories			
	3.2 (A-M)	Temporary Use, Operation and Maintenance of Elevators During Construction for New Buildings Over 15 Stories			
	3.3 (A-E)	Temporary Use, Operation and Maintenance of Elevators During Construction for Existing Buildings			
01 7300	3.3 (A-I)	Surveys			
	3.4 (A-B)	Borings			
	3.12 (A-D)	Sleeves and Hangers			
	3.13 (A)	Sleeve and Penetration Drawings			
	3.15 (A)	Location of Partitions			
01 7419	1.5 (C)	Waste Management Performance Requirements / LEED Certification			
01 7900		Demonstration and Owner's Pre-Acceptance Orientation			
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			
01 9113		General Commissioning Requirements			

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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.

FMS #
Date:

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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) Architect / Engineer: 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) Proprietary Items: 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.
 - (b) 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.
 - (c) 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."

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Do not delete or modify standard language.

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- (8) LEED Related Provisions: 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) Guarantees: 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.
 - (c) 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) Exculpatory Provisions: 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) Insurance: 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) Dispute Resolution: 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) Standard Construction Contract: 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

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	CONTRACT #1
Information For Bidders	Bid Security		See Attachment 1 – Bid Information in the Bid Booklet
Information For Bidders	Performance and Payment Bonds		See Attachment 1 - Bid Information in the Bid Booklet
Article 14 Contract	Time of Substantial Completion	Consecutive Calendar Days	0
		<i>The Consultant shall insert the time for completion of each contract in Calendar Days above, based on the SCHEDULE FOR CONTRACT DURATION.</i>	
		SCHEDULE FOR CONTRACT DURATION	
		Construction Budget	Standard Construction Duration
		\$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	\$
		SCHEDULE FOR LIQUIDATED DAMAGES	
		<i>The Consultant shall insert amounts for liquidated damages above for each contract from the CONTRACT SCHEDULE FOR LIQUIDATED DAMAGES.</i>	
		VALUE OF CONTRACT	
		\$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 Contract	Retainage	Percent of Voucher	If 100% bonds are required 5%
			If 100% bonds are not required, and Contract Price is \$1,000,000 or less 5%
			If 100% bonds are not required, and Contract Price is more than \$1,000,000 10%
Article 24 Contract	Deposit Guarantee	Percent of Contract Price	1%
Article 24 Contract	Period of Guarantee		See Schedule B of the Addendum to the General Conditions
Article 74 Contract	Statement of Work		Addenda, numbered: _____
Article 75 Contract	Compensation to be Paid to Contractor		Amount for which the Contract was Awarded: _____ Dollars (\$ _____)

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Do not modify this page.

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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

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).

Insurance indicated by a blackened box (■) or by (X) in the ☐ 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 \$1,000,000.00 per occurrence and \$2,000,000.00 per project aggregate applicable to this Contract. 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). The Consultant shall include any agency or entity specified by the DDC Project Manager. 3. _____
■ Workers' Compensation	Art. 22.1.2	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.
■ 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	

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7. Finalize

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

Insurance indicated by a blackened box (■) or by (X) in the ☐ 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
■ Builders' Risk	Art. 22.1.4	<p>100 % of total value of Work</p> <p>Contractor the Named Insured; the City both an Additional Insured and one of the loss payees as its interests may appear.</p> <p>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.</p> <p>Note: Builders Risk Insurance may terminate upon Substantial Completion of the Work in its entirety.</p>
■ Commercial Auto Liability	Art. 22.1.5	<p>\$1,000,000.00 per accident combined single limit</p> <p>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</p>
<input type="checkbox"/> Contractor's Pollution Liability	Art. 22.1.6	<p>\$_____ per occurrence</p> <p>\$_____ aggregate</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<input type="checkbox"/> Marine Protection and Indemnity	Art. 22.1.7(a)	<p>\$_____ per occurrence</p> <p>\$_____ aggregate</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> 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)

Insurance indicated by a blackened box (■) or by (X) in the ☐ 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
<input type="checkbox"/> 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. _____
<input type="checkbox"/> 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 <input type="checkbox"/> Ship Repairers Legal Liability	\$_____ each occurrence
[OTHER] Art. 22.1.8 <input type="checkbox"/> Collision Liability/Towers Liability	\$_____ per occurrence \$_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
[OTHER] Art. 22.1.8 <input type="checkbox"/> Railroad Protective Liability _____	\$_____ per occurrence \$_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____

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Asbestos Liability will apply if there is Abatement (not applicable if Incidental Allowance only)

Boiler Insurance will apply for new boiler or major renovation

SCHEDULE A (FOR PUBLICLY BID PROJECTS)

Relating to Article 22 - Insurance

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

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

<p>[OTHER] Art. 22.1.8</p> <p>It the project includes Asbestos Abatement, the Consultant shall fill in the box below or mark it with an (■).</p> <p><input type="checkbox"/> Asbestos Liability _____</p>	<p>Only required of the Contractor or Subcontractor performing any required asbestos removal.</p> <p>\$1,000,000 each occurrence, \$2,000,000 aggregate (Combined Single Limit); only required of the Contractor or Subcontractor performing any required asbestos removal.</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and</p> <p>The Consultant shall include any agency or entity specified by the DDC Project Manager.</p> <p>2. _____ 3. _____</p>
<p>[OTHER] Art. 22.1.8</p> <p>It the project includes a new Boiler installation, the Consultant shall fill in the box below or mark it with an (■).</p> <p><input type="checkbox"/> Boiler Insurance _____</p>	<p>\$200,000</p>
<p>[OTHER] Art. 22.1.8</p> <p>■ Professional Liability</p> <p>In the event any section of the Specifications requires the Contractor to engage a Professional Engineer to provide design and/or engineering services, the Engineer engaged by the Contractor, as well as any sub consultant(s) performing professional services, shall provide Professional Liability Insurance.</p>	<p>\$1,000,000 per occurrence</p> <p>The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of \$1,000,000 per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor's Professional Engineer or anyone employed by the Contractor's Professional Engineer.</p> <p>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.</p>

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7. Finalize

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:

- (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.

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Date:

PART III. Certification by Insurance Broker or Agent

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7. Finalize

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**.

ACCO's Office, Insurance Unit

30-30 Thomson Avenue, 4th Floor

Long Island City, New York 11101

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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

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.

FMS #
Date:

- (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
(including HazMat, if
applicable)

SCHEDULE C

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

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) P Pilot Light BG Break Glass Station
TS Thermal Switch F Firestat HOA Hand-Off Auto.
MS Magnetic Starter T Thermostat PB Push Button Station
CMS Comb. Mag. Starter AL Alternator RO Remote "off"

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

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Do not delete or modify
this page.

SCHEDULE E
Separation of Trades

NOT USED FOR SINGLE CONTRACTS

FMS #
Date:

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Fill out
this
Section

Delete
Historic
Treatment
Row if not
applicable

FMS #
Date:

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: _____
DDC PROJECT MANAGER: _____ APPROVED: _____
TELEPHONE NUMBER: _____ (DDC RESIDENT ENGINEER/CPM)

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 DATE		FMS ID #/PROJECT ID #: CONTRACT REGISTRATION #: PROJECT NAME:					CONTRACT #: TRADE: SHOP DRAWING 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	X															
01 3526	Contractor's Safety Plan	X															
01 3591	Historic Treatment Plan	X															
01 5000	Site Plan		X														
01 5000	Reports	X															

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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'

[illegible]

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	CONTRACT #1	CONTRACT #2	CONTRACT #3	CONTRACT #4
Information For Bidders	Bid Security		See Attachment 1 – Bid Information in the Bid Booklet			
Information For Bidders	Performance and Payment Bonds		See Attachment 1- Bid Information in the Bid Booklet			
Article 14 Contract	Time of Substantial Completion	Consecutive Calendar Days	0	0	0	0
The Consultant shall insert the time for completion of each contract in Calendar Days above, based on the SCHEDULE FOR CONTRACT DURATION. Duration should be the same for all contracts.			SCHEDULE FOR CONTRACT DURATION			
			Construction Budget		Standard Construction Duration	
			\$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	\$	\$	\$	\$
The Consultant shall insert amounts for liquidated damages above for each contract from the CONTRACT SCHEDULE FOR LIQUIDATED DAMAGES.			SCHEDULE FOR LIQUIDATED DAMAGES			
			VALUE OF CONTRACT			
			\$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%	25%	60%	25%
Article 21 Contract	Retainage	Percent of Voucher	If 100% bonds are required			5%
			If 100% bonds are not required, and Contract Price is \$1,000,000 or less			5%
			If 100% bonds are not required, and Contract Price is more than \$1,000,000			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 Contract	Statement of Work		Addenda, numbered: _____			
Article 75 Contract	Compensation to be Paid to Contractor		Amount for which the Contract was Awarded:			
			_____ Dollars			
			(\$ _____)			

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Schedule C

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Date:

SCHEDULE C

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

List Drawings
separately per
contract
(HazMat Drawings
to be included with
Contract #1 GC, if
applicable)



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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					

ADDENDUM TO THE GENERAL CONDITIONS

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

To Locate Forms & Templates:

DDC Home > DDC Forms > Public Buildings

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 3. Schedule E
- 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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