



Department of
Design and
Construction

PROJECT ID:

E12-0043A

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

30-30 THOMSON AVENUE
LONG ISLAND CITY, NEW YORK 11101-3045
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VOLUME 3 OF 3

**ADDENDUM TO THE GENERAL
CONDITIONS**

SPECIFICATIONS

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

**Energy Conservation Measures at
NYPD 84th Precinct & FDNY Engine
Company 207**

LOCATION:
BOROUGH:
CITY OF NEW YORK

301 Gold Street
Brooklyn, NY 11201

CONTRACT NO. 1

HVAC WORK

NYPD

WSP

Date:

April 29, 2016



6-130





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.

I. PROJECT DESCRIPTION

FMS #: E12-0043A
PROJECT NAME: Energy Conservation Measures at NYPD 84th Precinct & FDNY Engine Company 207

PROJECT DESCRIPTION: This Project consists of the installation of new boilers, domestic hot water heaters and 100 ton dx split air handling unit at the following New York Police Department / New York Fire Department facilities.

PROJECT LOCATION: 301 Gold Street
BOROUGH: Brooklyn
CITY OF NEW YORK
ZIP CODE: 11201
COMMUNITY BOARD #: 2

LANDMARK STATUS:

DESIGNATED LANDMARK STRUCTURE OR SITE: NO
If this is a Designated Landmark Structure or Site, Section 01 3591, Historic Treatment Procedures applies to this project.
LANDMARK QUALITY STRUCTURE: NO
If this is a Landmark Quality Structure, Section 01 3591, Historic Treatment Procedures applies to this project.

II. LEED GREEN BUILDING REQUIREMENTS NOT USED

III. COMMISSIONING REQUIREMENTS

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

[X] 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

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.

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 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.

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

<u>Section</u>	<u>Sub-Section</u>	<u>Sub-Section</u>	<u>Applies</u>	<u>Does not Apply</u>	<u>Applies as Amended</u>
01 5000	3.4 (B) 2	Temporary Power, Lighting, and Site Lighting / Connection to Existing Electrical Power Service	X		
	3.4 (B) 3	Temporary Power, Lighting, and Site Lighting / Electrical Generator Power Service		X	
	3.4 (D)	Temporary Power, Lighting, and Site Lighting / Temporary Lighting		X	
	3.4 (E)	Temporary Power, Lighting, and Site Lighting / Site Security Lighting (for New Construction Only)		X	
	3.5 (A-J)	Temporary Heat		X	
	3.8 (A)	DDC Field Office / Office Space in Existing Building	X		
	3.8 (B)	DDC Field Office / DDC Field Office Trailer		X	
	3.8 (B-3a)	DDC Field Office / DDC Managed Field Office Trailer		X	
	3.8 (B-3b)	DDC Field Office / CM Managed Field Office Trailer		X	
	3.8 (D)	DDC Field Office / Additional Equipment for the DDC Field Office		X	
	3.13(A-D)	Work Fence Enclosure		X	
	3.17(B)	Project Rendering		X	
	3.18 (A-C)	Security Guards / Fire Guards on Site		X	
01 5411	3.1 (A-J)	Temporary Use, Operation and Maintenance of Elevators During Construction for New Buildings Up To and Including 15 Stories		X	
	3.2 (A-M)	Temporary Use, Operation and Maintenance of Elevators During Construction for New Buildings Over 15 Stories		X	
	3.3 (A-E)	Temporary Use, Operation and Maintenance of Elevators During Construction for Existing Buildings		X	
01 7300	3.3 (A-I)	Surveys	X		
	3.4 (A-B)	Borings	X		
	3.12 (A-D)	Sleeves and Hangers	X		
	3.13 (A)	Sleeve and Penetration Drawings	X		
	3.15 (A)	Location of Partitions		X	
01 7419	1.5 (C)	Waste Management Performance Requirements / LEED Certification		X	
01 7900		Demonstration and Owner's Pre-Acceptance Orientation	X		
01 8113		Sustainable Design Requirements for LEED Buildings		X	
01 8113.13		VOC Limits for Adhesives, Sealants, Paints and Coatings for LEED Buildings		X	
01 8119		Indoor Air Quality Requirements for LEED Buildings		X	
01 9113		General Commissioning Requirements	X		

ADDITIONAL SECTIONS/SUB-SECTIONS

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

The Contractor is advised that the Facility has certain restrictions and will require Phasing as included in the General Conditions and apply to the Project.

Facility Restrictions

Introduction

301 Gold Street located in Brooklyn, NY houses the 84th Precinct, New York City Police Department and Engine Company 207, New York City Fire Department. The building's cooling and heating system are located on the NYPD side of the building but is shared between both the NYPD and NYFD. The major scope of work for this project will be on the NYPD side. The normal business hours are 7:00 am – 3:00 pm, but the facility operates 24 hours a day / 7 days a week.

Construction Guidelines

Prior to Construction Start

Contractors are required to pre-register all employees with the designated NYPD contact personnel for site access.

Contractor Identification:

Provide names of all employees authorized to work on the site. The construction company should provide ID Badges. Contractors shall wear ID cards at all times while on site grounds. Contractors will be escorted to the construction zones by NYPD personnel.

Demolition of Equipment

Prior to demolition of the existing equipment, the contractor shall coordinate the schedule with NYPD. At the agreed date NYPD will have the opportunity to salvage any parts from the existing equipment.

Replacement of Equipment

The MER spaces have standard doors sizes. The contractor shall develop a staging plan for the installation of new equipment in MER spaces and the rigging equipment to the roof.

Work-Site Vehicles:

The site does not have onsite parking for the construction crew. Due to very limited visitor parking at the site, the contractor should obtain permits from the city for street parking.

Construction Traffic

All construction traffic should be limited to one location coordinated between the NYPD and Contractor. To determine the best possible route and delivery time for heavy machinery or tractor trailer deliveries, notify the Facilities in advance.

Dumpster and Chutes:

The contractor shall coordinate with NYPD the location of dumpster and trash chutes.

Staging Area Enclosures

All staging areas, storage for materials or heavy equipment, etc., must be secured from the public. All exterior areas must be enclosed by 8' high 3/4" plywood fence enclosure. Gates to these enclosures must be able to be locked. Temporary lighting should be provided for all staging areas.

Scaffolding

All scaffolds shall be enclosed in protective safety netting.

All buildings or portions of buildings with scaffolding must be fenced off to limit access to authorized personnel only.

Restoration of Work-Site & Staging Areas

All such areas must be restored to pre-construction conditions after the project is completed or as shown on approved plans and/or bid documents.

Clean Up

Contractors are responsible for daily site clean up and trash removal.

Construction Site Security

Security of construction sites and equipment must be provided by each contractor, and cannot be guaranteed by the facility. NYPD / NYFD is not responsible for contractor tools or other property. Do not leave work areas, tools or other construction materials unsecured.

Restrooms

Contractors are responsible for providing portable restrooms for their employees.

Project Phasing

Contractor(s) are responsible for familiarizing themselves with site. Due to the type of systems being renovated, the project will be completed in two phases as follows:

Phase 1

- The facility typically performs a summer to winter changeover of the mechanical systems on or around October 15.
- After October 15, the contractor shall schedule the demolition and /or installation of the new cooling system for the facility.
- After October 15, the contractor shall schedule the installation of (1) new domestic hot water heater while the boilers are in operation. The switch over from existing DHW heating to the new DHW heating shall cause minimal disruption to the facility.
- Prior to October 15 the demolition of the non-essential cooling equipment may be removed.

Phase 2

- The facility typically performs a winter to summer changeover of the mechanical systems on or around May 29.
- After May 29, the contractor shall schedule the demolition and /or installation of the new heating system and domestic hot water system for the facility.
- Prior to May 29 the demolition of the non-essential heating equipment may be removed.

VIII. SPECIAL EXPERIENCE REQUIREMENTS FOR THE PROJECT

Special Experience Requirements apply to the bidder only, and are set forth in Volume 1 Bid Booklet, page 3.

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."

- (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.

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 Completion	Consecutive Calendar Days	480 CCDs
Article 15 Contract	Liquidated Damages	For each consecutive calendar day over completion time	\$400
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		See Contract Article 74
Article 75 Contract	Compensation to be Paid to Contractor		See Contract Article 75
Article 78 Contract	MWBE Program		See MWBE Utilization Plan in the Bid Booklet

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
<p>■ Commercial General Liability Art. 22.1.1</p>	<p>The minimum limits shall be \$1,000,000.00 per occurrence and \$2,000,000.00 per project aggregate applicable to this Contract.</p> <p>Additional Insureds:</p> <p>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</p> <p>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).</p> <p>3. New York City Police Department</p>
<p>■ Workers' Compensation Art. 22.1.2</p> <p>■ Disability Benefits Insurance Art. 22.1.2</p> <p>■ Employers' Liability Art. 22.1.2</p> <p><input type="checkbox"/> Jones Act Art. 22.1.3</p> <p><input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3</p>	<p>Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.</p> <p>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.</p> <p>Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. law.</p>

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. _____

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>■ 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 2. _____ 3. _____</p>
<p>[OTHER] Art. 22.1.8</p> <p>■ 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>

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.

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

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.

(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 (years)
071326	Self-Adhering Sheet Waterproofing	5
079200	Joint Sealants	20
221123	Domestic Water Pumps	2
223500	Domestic Water Heaters: storage tank	25
	Domestic Water Heaters: heat exchanger	10
	Domestic Water Heaters: burner, heater parts	1
233416	Centrifugal HVAC Fans	1
233423	HVAC Power Ventilators	2
235113.11	Draft Control Fans: parts	2
	Draft Control Fans: corrosion perforation	10
235116	Fabricated Breechings and Accessories	10
235133	Insulated Sectional Chimneys	10
235233	Water-Tube Boilers: thermal shock	25
	Water-Tube Boilers: drums, tubes, cabinets, burner	1

Specification Number	Material or Equipment	Warranty Period (years)
238126	Split-System Air-Conditioners: parts	1
	Split-System Air-Conditioners: compressor	5
238500	Variable Frequency Controllers	1
262726	Wiring Devices	5
283100	Fire Alarm and Detection System	1

(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.

(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.

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.

TITLE SHEET	
T-000.00	COVER SHEET
GN-101.00	GENERAL NOTES
GN-102.00	FLOOD MAPS AND PROGRESS INSPECTIONS
EN-101.00	ENERGY CODE COMPLIANCE
BSL001	BULK SAMPLE LOCATIONS, BOILER ROOM PLAN - CELLAR
BSL002	BULK SAMPLE LOCATIONS, ROOF PLAN
H001.00	ASBESTOS ABATEMENT - GENERAL NOTES
H002.00	ASBESTOS ABATEMENT - BOILER ROOM PLAN - CELLAR
H003.00	ASBESTOS ABATEMENT - MECHANICAL ROOM PLAN AT ROOF
A-101.00	LOUVER ELEVATIONS AND DETAILS
S-001.00	TYPICAL DETAILS AND GENERAL NOTES
S-100.00	ROOF FRAMING PART PLAN
M-001.00	MECHANICAL DRAWING LIST, SCOPE OF WORK
M-002.00	MECHANICAL ABBREVIATIONS & SYMBOL LIST
M-101.00	MECHANICAL SCHEDULES
M-110.00	MECHANICAL CELLAR OVERALL PLAN
M-120.00	MECHANICAL ROOF OVERALL PLAN
M-211.00	MECHANICAL DEMOLITION CELLAR PART-PLAN
M-221.00	MECHANICAL DEMOLITION ROOF PART-PLAN
M-311.00	MECHANICAL CELLAR PART-PLAN
M-321.00	MECHANICAL ROOF PART-PLAN
M-331.00	MECHANICAL PENTHOUSE ROOF PART-PLAN
M-001.00	MECHANICAL DRAWING LIST, SCOPE OF WORK
M-002.00	MECHANICAL ABBREVIATIONS & SYMBOL LIST
M-101.00	MECHANICAL SCHEDULES
M-110.00	MECHANICAL CELLAR OVERALL PLAN
M-120.00	MECHANICAL ROOF OVERALL PLAN
M-211.00	MECHANICAL DEMOLITION CELLAR PART-PLAN
M-311.00	MECHANICAL CELLAR PART-PLAN
M-321.00	MECHANICAL ROOF PART-PLAN
M-331.00	MECHANICAL PENTHOUSE ROOF PART-PLAN
M-400.00	MECHANICAL SECTIONS SHEET #1
M-402.00	MECHANICAL SECTIONS SHEET #2
M-500.00	MECHANICAL DEMOLITION AIR & WATER FLOW DIAGRAM
M-501.00	MECHANICAL AIR & WATER FLOW DIAGRAM
M-502.00	MECHANICAL FLUE RISER DIAGRAM
M-600.00	MECHANICAL DETAILS SHEET #1
M-601.00	MECHANICAL DETAILS SHEET #2
M-700.00	MECHANICAL SEQUENCE OF OPERATIONS SHEET #1
M-700.00	MECHANICAL SEQUENCE OF OPERATIONS SHEET #2
E-001.00	ELECTRICAL DRAWING LIST, SCOPE OF WORK
E-002.00	ELECTRICAL ABBREVIATIONS & SYMBOL LIST
E-210.00	ELECTRICAL CELLAR OVERALL DEMOLITION PLAN
E-211.00	ELECTRICAL CELLAR PART DEMOLITION PLAN
E-220.00	ELECTRICAL ROOF OVERALL DEMOLITION PLAN
E-221.00	ELECTRICAL ROOF PART DEMOLITION PLAN
E-310.00	ELECTRICAL CELLAR OVERALL FLOOR PLAN - NEW WORK
E-311.00	ELECTRICAL CELLAR PART FLOOR PLAN - NEW WORK
E-320.00	ELECTRICAL ROOF OVERALL FLOOR PLAN - NEW WORK

E-321.00 ELECTRICAL ROOF PART FLOOR PLAN - NEW WORK
E-500.00 ELECTRICAL ONE LINE DIAGRAM
FA-001.00 FIRE ALARM DRAWING LIST, SCOPE OF WORK AND NOTES
FA-310.00 FIRE ALARM FIRST FLOOR PLAN
FA-320.00 FIRE ALARM ROOF PLAN
FA-500.00 FIRE ALARM RISER DIAGRAM
P-001.00 PLUMBING DRAWING LIST, SCOPE OF WORK
P-210.00 PLUMBING CELLAR PART PLAN - DEMOLITION WORK
P-310.00 PLUMBING CELLAR PART PLAN - NEW WORK

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.

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 / Phase	Control Type: See legend above	Remarks:
B-1	Cellar MER	1	2 HP	208/3	BG, DB	
B-2	Cellar MER	1	2 HP	208/3	BG, DB	
HWH-1	Cellar MER	1	1/3 HP	120/1	TS	
HWH-2	Cellar MER	1	1/3 HP	120/1	TS	
P-1	Cellar MER	1	1/12 HP	120/1	TS	
AHU-1	Penthouse MER	1	45 HP	208/3	DB, VFD	
ACCU-2	Penthouse MER	1	192 HP	208/3	CMS	
RF-1	Penthouse MER	1	15 HP	208/3	DB, VFD	
CF-1	Penthouse MER Roof	1	2 HP	208/3	DB, VFD	
SF-1	Cellar MER	1	2 HP	208/3	DB, VFD	

SCHEDULE E
Separation of Trades

NOT USED FOR SINGLE CONTRACTS

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: WSP Group
 TELEPHONE NUMBER: 212-532-9600
 DDC PROJECT MANAGER: Kristina Blazesvski
 TELEPHONE NUMBER: 718-391-1737
 DATE: _____
 APPROVED: _____
 (DDC RESIDENT ENGINEER/CPM)

REPORT DATE	FMS ID #/PROJECT ID #: CONTRACT REGISTRATION #: PROJECT NAME:		CONTRACT #: TRADE: SHOP DRAWING LOG SHEET #														
	DESCRIPTION	COORD. WITH CONTR.	SUBMITTAL	SUB. DATE	REQ'D DEL.	FABRIC TIME	SUBMISSIONS										
SPEC. SECT. #			DOCS	SAMP	ETS			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 5000	Site Plan	X	X														
01 5000	Reports	X															
01 5423	NYC DOB Scaffold & Sidewalk Shed Permits	X	X														
01 5423	Site Logistics/Site Safety Plan	X															
01 5423	Scaffold & Shed Installation Drawings	X	X														

