

EXHIBIT B

SUPPLY and SERVICE CONTRACT
GENERAL CONDITIONS
SCHEDULE A

Page 1 of 4

<u>Reference</u>	<u>Item</u>	<u>Requirements</u>
Section 28 of Information for Bidders	Bid Deposit or	<u>N/AP</u> % of Bid
	Bid Bond	<u>N/AP</u> % of Bid
Article 4 of Agreement	Period of Performance	<u>120</u> Consecutive Calendar Days
Article 5b of Agreement	Partial Payment	<u>X</u> will be allowed
		_____ will not be allowed
Article 6.1 of Agreement	Performance Bond	<u>N/AP</u> % of Bid
	Payment Bond (Completion/Labor & Material)	<u>N/AP</u> % of Bid
Article 6.3 of Agreement	Liquidated Damages	\$ <u>N/A</u>
Article 6.4 of Agreement	Maintenance and Guaranty Security	<u>N/A</u> % of Contract Price
Article 6.4 of Agreement	Guaranty Period	<u>N/A</u> year(s)
Article 6.5 of Agreement	Retained Percentage	<u>10</u> % of Voucher
Article 12.8 of Agreement	Subcontracting	Not to exceed <u>45</u> % of Bid

.....CONTINUED ON NEXT PAGE.

SUPPLY and SERVICE CONTRACT
GENERAL CONDITIONS
SCHEDULE A

Page 2 of 4

Insurance indicated by (X) will be required under this contract. Insurance certificates, policies, and endorsements must be sent to the New York City Department of Environmental Protection, Agency Chief Contracting Officer, ATTN: Contract Management Office (INSURANCE), 17th Floor, 59-17 Junction Boulevard, Corona, New York 11368.

Article 6 of Agreement	Insurance
(x) Workers Compensation: Section II.B (x) Employers Liability: Section II.D () Jones Act:* Section II.E () U.S. Harbor Workers & Longshoremen's Compensation Act:* Section II.G * As respects use of tugs, barges or other marine operations under this contract.	Statutory per New York State Law without regard to jurisdiction \$ <u>1,000,000</u> each accident
(X) Commercial General Liability CG 00 01 (ed.10/93) or equivalent. Combined Single Limit-Bodily Injury and Property Damage: Section II.A	\$ <u>5,000,000</u> per occurrence: \$ <u>5,000,000</u> products/completed operations aggregate \$ <u>5,000,000</u> personal injury \$ <u>50,000,000</u> general aggregate \$ <u>25,000</u> per claim maximum deductible, except as approved by the CONTRACT MANAGEMENT OFFICE
X Others to be added as additional insureds: Additional insured status using ISO endorsement CG 20 10. Section II.A.3	Named Additional Insureds <u>Owners of Buildings on Which Work Is To Be Done</u> _____ _____ _____
(x) Business Auto Coverage: CA 00 01 (ed. 06/92) or equivalent Combined Single Limit - Bodily Injury and Property Damage The following coverage must be provided: () Business Auto Coverage Form: Section II.I	\$ <u>1,000,000</u> Each Occurrence (x) Owned (x) Hired (x) Non-Owned

SUPPLY and SERVICE CONTRACT
GENERAL CONDITIONS
SCHEDULE A

Page 3 of 4

() Marine Protection and Indemnity, SP-23 or equivalent: * # Section II.F * As respects use of tugs, barges or other marine operations under this contract. # City as insured by endorsement to each relevant policy.	\$ _____ per occurrence \$ _____ aggregate per year \$ _____ max deductible
() Collision Liability/Towers Liability: Section II.C [Endorsed to cover dredges and dredging operations.]	\$ _____ per occurrence \$ _____ aggregate per year \$ _____ max deductible Collision Clauses Lines 158-184 inclusive as respects tugs: Collision Towers Liability Clauses 78-111 inclusive American Institute Tug Form - 2/1/76
() Ship Repairers Liability: Section II.H () Water Quality Syndicate	\$ _____ American Institute Clauses \$ _____
() Builders Risk: Section II.J	All-Risk/Completed Value \$ _____ % of Total contract amount \$ _____ % of contract store off site \$ _____ % of contract in transit/anyone storage \$ _____ % Property of City and others
() Garage Policy CA.00 05 01/87 Section II & III ¹ (See Form 25) II: Auto & General Liability III: Garage Keeper's Liability	\$ _____ per occurrence \$ _____ per aggregate \$ _____ per location \$ _____ per vehicle maximum deductible, except as approved by the CONTRACT MANAGEMENT OFFICE

...CONTINUED ON NEXT PAGE

¹Evidence of insurance as described herein shall be provided by the insurer or duly authorized agent of the garage providing maintenance on the vehicle(s) provided to the Department's Contract Management Office. It is the Contractor's responsibility to insure compliance with this provision by the garage.

SUPPLY and SERVICE CONTRACT
GENERAL CONDITIONS
SCHEDULE A

Page 4 of 4

In addition, if indicated by an (X), the following hazards must be covered:

☒ Environmental Impairment Liability insurance Asbestos Liability [Zurich U-ASL-103B (CW)(1-96) or Equivalent] This insurance shall be provided in the name of the contractor, and each subcontractor, performing any operations involving the removal of asbestos materials.	\$ <u>2,000,000</u> general aggregate (excl products) \$ <u>1,000,000</u> products/completed operations aggregate \$ <u>1,000,000</u> each occurrence \$ <u>25,000</u> claim maximum deductible, except as approved by the CONTRACT MANAGEMENT OFFICE
() Contractor's Environmental Impairment Liability Insurance [Zurich U-EIL-102-A(CW)(6-92) or Equivalent] This insurance shall be provided in the name of the contractor, and each subcontractor, performing any operations involving the disruption, removal, disposal, or handling of lead or other toxic and/or hazardous materials.	\$ _____ general aggregate (excl products) \$ _____ products/completed operations aggregate \$ _____ each occurrence \$ _____ claim maximum deductible, except as approved by the CONTRACT MANAGEMENT OFFICE

) Other _____

