

NOTICE

**THE CITY OF NEW YORK
DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES REAL ESTATE
SERVICES**

PROJECT ID: 856 PW19325A

PROJECT TITLE: OFFICE SURGE SITE ONE CENTRE STREET – 25TH FLOOR

IF YOU HAVE QUESTIONS PLEASE CONTACT:

ATTN.: FLORENCE MAI

DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES

AGENCY PROCUREMENT MUNICIPAL BUILDING

1 CENTRE STREET, 18TH FLOOR NEW YORK, NY 10007

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SECTION 007200 GENERAL CONDITIONS

FOR FURNISHING ALL LABOR AND MATERIALS

NECESSARY AND REQUIRED FOR:

The renovation of the 25th floor at 1 Centre Street for the City of New York future office pilot project - an amenities-driven hub that includes open work stations, conference space, a common pantry, and a variety of other spaces and configurations to facilitate collaboration and flexibility.

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PROJECT TITLE: OFFICE SURGE SITE ONE CENTRE STREET – 25TH FLOOR

EPIN: 85624B0012

PROJECT

LOCATION: 1 CENTRE STREET

BOROUGH: MANHATTAN

AGENCY: NYC Department of Citywide Administrative
Services

GENERAL CONDITIONS

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ARTICLE 1 - GENERAL PROVISIONS

- A. The "Work" (as this term is hereinafter defined) consists of furnishing all labor and materials required and detailed in the Contract which includes, without limitation, all Contract Drawings and Specifications, to complete the Office Surge Site One Centre Street – 25th Floor. The Work shall include, but not be limited to:

The 25th Floor interior shall undergo renovations in order to upgrade the offices within the space, making way for future workspace functioning and requirements. Major elements of the renovation include but are not limited to: replacement of all windows on the floor, furring out the perimeter in order to meet current energy codes, addition of two convenience stairs at the wings, and replacement of the 24th Floor roof that surrounds the floor and 25th floor roof directly above the floor.

- B. This Contract will be bid out and awarded to the lowest responsive and responsible bidder (the "Contractor" or "prime Contractor") pertaining to the construction of this Project.
- C. The Contractor shall, before commencement of work and for the life of the Contract, possess any and all updated permits and licenses, current and in good standing as of the date of the bid opening, required to perform the Work throughout the term of the Contract for compliance with all Federal, State and local Laws, rules and regulations, and all modifications, revisions and additions thereto. The permits and licenses required for the Work shall include but not be limited to licenses for all major professional trades such as electrical, mechanical and plumbing.
- D. **Bidders Minimum Qualifications:**
1. All of the following documents listed in this section shall be submitted by bidders, at the time of bid, with its bid package. A bidder's failure to submit these documents with its bid package at the time of bid will result in the Agency determining the vendor to be non-responsive.
 - a. Bid Security/Bid Bond.
 - b. Each bidder shall complete the current Bid Sheet and upload it in PASSPort.
 - c. Pursuant to Labor Law 220-I, contractors must be registered with the New York State Department of Labor Contractor and Subcontractor Registry (<https://dol.ny.gov/public-work-contractor-and-subcontractor-registry-landing>) prior to submitting bids/proposals on public works projects covered by Article 8 of the Labor Law. Vendors shall submit their NYSDOL certificate within PASSPort as part of their bid response
 - d. The bidder shall complete the sealed subcontractors list accurately and complete in its entirety and upload the document in PASSPort at the time of bid. Please see the instructions on how to complete the sealed subcontracts list in the documents tab.
 2. All of the following documents listed in this section shall be submitted in PASSPort prior

to bid opening. A bidder's failure to submit these documents prior to bid opening will result in the Agency determining the vendor to be non-responsive. In the event that DCAS Office of Citywide Procurement requires additional or supporting documents, the bidder shall provide the requested documents within seventy-two (72) hours of such demand.

- a. Bidder shall provide a copy of a New York City License for General Contractor.
- b. Bidder shall provide an Organizational Chart for the General Contractor including but not limited to leadership, administrative staff, and staff dedicated to the project such as project managers and jobsite superintendents.
- c. Bidder shall complete and submit Bidder's Minimum Qualification Requirements Form(s) to demonstrate qualifications for each required experience listed below (include description of project, project cost bidder was responsible for, and client reference contact information, including but not limited to name, title, organization, address, telephone number, and email):
 - i. Provide Qualifications and Experience for the Contractor's Project Manager(s) and Superintendent(s) assigned to this project, providing DCAS their resume(s).
 - ii. Documented experience of at least five (5) years successfully completing roof replacement work of similar scope and scale.
 - iii. Documented experience successfully executing window replacement projects of at least one full floor in an existing Landmarked Building in New York City.
 - iv. Documented experience in the last five (5) years of successful completion of at least one (1) LEED Certified commercial project, at least 10,000 Gross Square Footage including but not limited to new HVAC systems, roof and window replacement, and exterior wall insulation. A copy of LEED certification for completed projects is required.
 - v. Documented experience of at least two (2) years successfully building Class A commercial interiors in New York City.
- d. Complete Subcontractor Requirement in PASSport.

E. Designation of Subcontractors and Information Regarding Project Manager and Superintendent

1. Contractor shall provide the following information for each subcontractor proposed to be utilized by Contractor on the Project: (1) subcontract function; (2) subcontractor name; (3) subcontractor address; (4) subcontractor phone number; (5) subcontractor contact person; (6) indicate if subcontractor is an M/WBE; (7) if subcontractor is an M/WBE, certification number, if any; (8) if subcontractor is an M/WBE, the total dollar amount of the contract awarded to subcontractor; (9) if the amount of subcontract exceeds \$50,000.00, subcontractor certificate of responsibility number; (10) subcontractor license number.
2. Contractor shall provide this information for all subcontractors. If Contractor is to perform any work themselves in lieu of a subcontractor, Contractor's information shall be

provided in connection with the appropriate subcontracting function. To qualify as a subcontractor, a contractor shall customarily perform such work by artisans regularly employed by the contractor and the contractor shall be licensed by the State of New York to engage in such subcontract work. The term "subcontractor" shall include those performing work on the Project as well as those manufacturing or fabricating materials or products in accordance with the bid specifications. The information regarding each subcontractor required by this paragraph shall become part of Contractor's bid.

3. Substitution of subcontractors after execution of the contract may only be made with the prior written consent of DCAS.
 4. Contractor shall submit to DCAS a copy of the resume or a statement of the qualifications and experience of Contractor's Project Manager(s) and Superintendent(s) that will be assigned to the Project. DCAS prefers that the Superintendent have the following minimum qualifications and/or experience: (a) five (5) years' experience as a general construction/renovation superintendent; (b) two (2) years' experience as a general construction/renovation superintendent for Class A commercial interiors projects; (c) experience as a general construction/renovation superintendent on projects of equal or greater size and complexity; and (d) experience in and sensitivity to the sequencing and coordinating of critical construction activities occurring near or within an occupied office facility. DCAS reserves the right to reject a Project Manager or Superintendent deemed by DCAS, in its reasonable discretion, to be unqualified or inexperienced, and the Contractor shall promptly substitute a Project Manager or Superintendent reasonably satisfactory to DCAS. Both shall attend the preconstruction conference.
 5. Both Contractor's Project Manager and Superintendent shall work the Project through final acceptance thereof by DCAS. In the event either the Project Manager or Superintendent cannot serve the entire duration of the Project, DCAS shall be notified thereof promptly, in writing, and Contractor shall submit therewith the resume or statement of qualifications and experience of the proposed substitute Project Manager and/or superintendent, either or both of whom must be reasonably satisfactory to DCAS.
- F. The Contract shall commence on the date set forth in the Notice of Proceed issued to the Contractor and shall terminate three (3) years thereafter, unless sooner terminated in accordance with the terms and conditions of the Contract.
- G. Any references herein to separate contracts and/or separate contractors shall be deemed to refer, as appropriate, to subcontractors hired by the Contractor to perform the work required by the Contract. All subcontractors shall be licensed as mandated by law, rule or regulation, shall be qualified to perform the particular work for which they are hired by the Contractor, and may only be hired with the prior written consent of the NYC Department of Citywide Administrative Services ("DCAS" or "Agency").
- H. This Contract is subject to a Project Labor Agreement ("PLA"), the terms of the PLA shall take precedence over the General Conditions in the event of any conflict between them.
- I. All definitions used in the Standard Construction Contract and Technical Specifications ("Specifications") shall be deemed to be incorporated into these General Conditions, provided, however, that the definitions used in the General Conditions may, in some instances, be more expansive than those in the Standard Construction Contract or the Specifications, in which case the more expansive

definition shall apply.

1. "AGENCY" shall mean DCAS (the New York City Department of Citywide Administrative Services). For purposes of this Contract, DCAS may also be referred to as the "Department," "Agency," "the City," or "Commissioner."
2. "AGREEMENT" or "CONTRACT" or "CONTRACT DOCUMENTS" shall mean each of the various parts of the Contract including, but not limited to the Signed and Stamped Construction Drawings, this Project Manual and all its individual sections and components, these General Conditions, Technical Specifications, the NYC Standard Construction Contract referred to in the Contract package both as a whole and severally, and all subsequent Drawings, Sketches, Addenda, and other Exhibits issued as part of this Contract.
3. "ALLOWANCE" - "Allowance" shall mean a sum of money which DCAS may include in the total amount of the Contract for such specific contingencies as DCAS believes may be necessary to complete the Work, *e.g.*, incidental lead and incidental asbestos abatement, fire watch services, etc. and for which the Contractor will be paid on the basis of stipulated unit prices or a formula set forth in the Contract or negotiated between the parties provided, however, that if the Contractor is not directed to use the Allowance, the Contractor shall have no right to such money and it shall be deducted from the total amount of the Contract.
4. "APPROVED," - "Approved," "acceptable," "satisfactory," and words of similar import shall imply that which is approved, acceptable or satisfactory to the Commissioner in her/his sole discretion.
5. "AS-BUILTS" shall mean the final set of drawings produced at the completion of a construction project as detailed in the General Conditions. They shall include all the changes that have been made to the original construction drawings including, but not limited to, notes, modifications, and any other information DCAS decides should be included, and any additional information that DCAS may require, in its sole discretion. While original drawings are typically produced using computer-aided design (CAD) software, the As-Built drawings may include handwritten notes, sketches, and changes. See Article 4(D) of the General Conditions.
6. "COMMISSIONER" – "Commissioner" shall mean the head of DCAS, or his/her duly authorized representative, such as the DCAS Project manager, as applicable, as these terms are hereinafter defined.
7. "CONSULTANT" – The following terms shall hereinafter be deemed to be included in the term "Consultant": Consultant Engineer, Consultant Architect, and any other sub-Consultants so contracted by the Consultant Architect for this project; including but not limited to the list of consultants included in the introduction to this Project Manual.
8. "DIRECTED," "REQUIRED," ETC - The terms "directed," "required," "permitted," "ordered," "designated," "prescribed," "determined," and words of similar import shall imply the direction, requirements, permission, order, designation, prescription and determination of the Commissioner, in her/his sole discretion.
9. "DCAS PROJECT MANAGER" – shall mean the person so designated in writing by the

Commissioner in the Notice to Proceed or the Letter to Commence Work to act as representative of the Commissioner in relation to this Contract, and at the Job Site (as this term is herein defined), including a private Architect or Engineer or Project Manager, as the case may be. The DCAS Project Manager may designate an authorized representative, subject to written approval by the Commissioner.

10. "EQUAL" or "APPROVED EQUAL" shall mean equal as determined by DCAS, in its sole discretion.
11. "FINAL APPROVED PUNCH LIST" shall mean a list specifying those items of Work to be completed on a particular Work Order by the Contractor after Substantial Completion and dates for the completion of each item of Work.
12. "FURNISH": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
13. "GENERAL CONTRACTOR": The terms "General Contractor," "Contractor," "Prime Contractor," as used herein refer to the successful bidder and are used interchangeably.
14. "INSTALL": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
15. "JOB SITE" or "FACILITY" - shall mean the site of the Work located on the 24th, 25th, and 26th Floors and Roofs at 1 Centre Street, New York, NY, 10007. 1 Centre Street is a Landmark Building.
16. "LAW" or "LAWS" – These terms shall mean the Constitution of the State of New York, the New York City Charter, the New York City Administrative Code, a statute of the United States or of the State of New York, a local law of the City of New York (the "City"), any ordinance, rule or regulation having the force of law, or common law.
17. "LUMP SUM" shall mean Work and costs associated therewith covered by this Contract shall be deemed to be included in the accepted Lump Sum bid price, and the City shall bear no additional costs or expenses associated with the Work under this Contract. The Lump Sum include all costs and expenses associated with labor and Material components, any and all elements of overhead and profit and any and all direct and indirect costs incurred by the Contractor, any and all elements of overhead and profit of the Contractor including but not limited to the cost of:
 - a. Tools (including small tools), equipment and accessories whether owned or rented, scaffolding, ladders, travel, transportation, waste disposal, mobilization, administration, supervision, management, and superintendence;
 - b. Costs and expenses of insurance, bonds, licenses, permits, waivers and filings of any kind or nature whatsoever required by the Contract;
 - c. All associated taxes including, without limitation, Payroll Taxes;
 - d. Statutory or contractual costs or expenses that the Contractor must pay on behalf of its employees including, without limitation, Prevailing Wages (where applicable) and all other payments mandated by federal, State or local Laws,

rules and regulations and all modifications, revisions and additions thereto;
and

- e. Costs, expenses, overhead or profit of the Contractor if it subcontracts all or any part of the Work.

18. "MATERIALS" - shall include, but shall not be limited to, any and all physical items necessary and required to complete the Work, as determined by the Commissioner in her or his sole discretion including, without limitation, supplies, sundries, consumables, and any and all other assets and/or resources which may provide the basis for, or be incorporated into, the Work.
19. "NOTIFICATION", "NOTIFY", and "NOTICE" - and words of similar import shall include notification by DCAS via verbal or written means, unless otherwise specified, including without limitation in-person discussions, telephone conversations, emails and letters. All verbal notifications by DCAS will be confirmed in writing within twenty-four (24) hours.
20. "NYC", "New York City", "City of New York" and "City" - shall mean the City of New York.
21. "OCCUPANTS" - shall mean employees, visitors or invitees at NYC owned or managed buildings.
22. "PROJECT" - shall mean the renovations of the 24th, 25th, and 26th floors and roofs at 1 Centre Street, New York, NY 10007.
23. "PROVIDE": Furnish and install, complete and ready for the intended use.
24. "PROJECT MANUAL": This Specification Document including all Sections and Subsections, including General Conditions and all other standard documents referred to herein.
25. "SHOP DRAWINGS" – shall mean anything requiring preliminary approval by DCAS, including, but not limited to, catalog cuts, drawings, and samples including physical objects. For purposes of this Contract, Shop Drawings shall be deemed to include anything sent to the Consultant for preliminary approval as described in the General Conditions. Final approval shall be provided by the Commissioner. See Article 4(A) of the General Conditions.
26. "SUBSTANTIAL COMPLETION" - shall mean the written determination by the DCAS Project Manager that the Work required under the Contract including, but not limited to, submission of record of "As-Built drawings," is substantially, but not entirely, complete and the approval of the Final Approved Punch List.
27. "SUNDRIES" shall mean all secondary items necessary and required to install a primary item or Material, including, without limitation, any and all wire nuts, tapes, screws, and bolts, and shall be considered included as part of "Materials", at no additional cost or expense to the City.
28. "SUPERINTENDENT" or "FOREMAN" - shall mean a Contractor's representative who is fluent in spoken and written English, fully competent and capable of maintaining proper supervision and care of the Work.

29. "WORK" - The term "Work" shall mean all services required to complete the Project in accordance with the Contract documents including, without limitation, labor, materials, superintendence, management, administration, equipment and other appurtenances, incidentals and obtaining of any and all regulatory agency approvals necessary and required to complete the construction work in accordance with the Contract, and shall include both Contract Work and Extra Work.
30. "WORK HOURS" or "REGULAR WORK HOURS" – shall mean the hours between 7:00 am and 6:00 pm, Monday through Friday.
31. "WORK ORDER" or "WORK REQUEST" shall mean a written order issued to the Contractor by the Commissioner that shall include a specified scope of Work to be completed within a definite time period with a "not to exceed" amount provided.
- J. The Contractor shall furnish surety company payment and performance bonds when required by the Contract, in such penal amounts and form as are indicated.
- K. If any Work detailed in the Specifications applicable to a Contract is not shown on the Contract Drawings or is shown on the Contract Drawings but not detailed in the Specifications applicable to the Contract, such Work shall be deemed included and shall be performed by the Contractor as though it were fully set forth in the Specifications or on the Contract Drawings, as the case may be, and any and all costs and expenses thereof shall be deemed included in the Contractor's bid unless the Contractor shall have asked for and obtained a decision in writing from the Commissioner before the submission of its bid as to whether such Work is included.
- L. Any Work to be done or materials to be furnished which are not specifically detailed in or are omitted from the Specifications or the Contract Drawings but which are necessary to fulfill the intent of the Contract and ensure the performance of the Work in a complete, appropriate and workmanlike fashion shall nevertheless be deemed included in the Work, and any and all costs and expenses thereof shall be deemed included in the Contractor's bid unless the Contractor shall have asked for and obtained a decision in writing from the Commissioner before the submission of its bid as to whether such Work or materials are included.
- M. Should there be any conflict in or between the Contract Drawings and Specifications or any other portion of the Contract, the Commissioner's interpretation thereof shall be determinative and the Contractor shall be deemed to have estimated and bid upon the most expensive way of doing the Work, unless the Contractor shall have asked for and obtained a decision in writing from the Commissioner before the submission of its bid as to what shall govern.
- N. Any interpretation or correction made by the Commissioner pursuant to subsections (K), (L) or (M) above, as well as any additional contract provisions the Commissioner may decide to include, will be issued in writing by the Commissioner as an addendum to the Contract. Each addendum, if any, will be sent by mail or delivered to each person recorded as having received a copy of the contract documents from DCAS, and will also be posted at the place where the contract documents are available for the inspection of prospective bidders. Upon such mailing or delivery and posting, such addendum shall become a part of the Contract, and shall be binding on all bidders, whether or not actual notice or receipt of such addendum is shown.
- O. **CONFLICTS OF INTEREST**
In relation to Conflicts of Interest, Section 2604 of the Charter of the City of New York provides:

1. No employee or person whose salary is payable in whole or in part from the City treasury (Subdivision c.) shall accept any valuable gift, whether in the form of a service, loan, thing or promise, or any other form from any person, firm or corporation which to his knowledge is interested directly or indirectly, in any manner whatsoever in business dealings with the City; and
2. Any violation of any of the provisions of this section shall at the option of the Commissioner, render forfeit and void the Contract, Work, business, sale or transaction affected.
3. Other sections of the City Charter, the Administrative Code and the Penal Law are applicable in implementing the basic conflicts of interest Section and under certain circumstances penalties may be invoked against the donor as well as the recipient of any form of valuable gift.
4. Sections of the City Charter, the Administrative Code and the Penal Law referred to herein above shall apply to the contractors performing this Contract with regard to circumstances involving Conflicts of Interest and shall also apply to subcontractors authorized to perform Work, labor and services pursuant to this Contract. It shall be the duty and responsibility of the prime Contractor to inform its respective subcontractors of the statutes' applicability to said subcontractors.

ARTICLE 2 - PROVISIONS REFERENCED WITH INFORMATION FOR BIDDERS

- A. Pursuant to the "Information for Bidders" and the Articles of the "Agreement" the Contractor shall comply with the requirements and provisions applicable to the various Contracts indicated in Schedule "A."
- B. Communications:
1. Wherever reference is made in the Contract or General Conditions to documents to be sent to the Commissioner (e.g., notices, filings, or submissions), such documents shall be sent to the address designated by the Department of Citywide Administrative Services ("DCAS") in a Notice to Proceed or Letter to Commence the Work. In the absence of such specified address, to both:
 - a. General Counsel
Department of Citywide Administrative Services
1 Centre Street, 19th Floor North
New York, NY 10007

Director of Engineering Audit
Department of Citywide Administrative Services
1 Centre Street, 17th Floor North
New York, NY 10007
 2. A distribution list will be provided at the kick-off meeting or with a Letter to Commence the Work that lists all the parties who will be required to receive a copy of all communications to DCAS. The distribution list may be modified throughout the Project. An additional copy of all correspondence shall be sent direct to the Resident Engineer at the Job Site.
- C. Applications for Extension of Time, as indicated in the Agreement shall be made in accordance with the Rules of the Procurement Policy Board.
- D. PARTIAL PAYMENTS FOR MATERIALS IN ADVANCE OF THEIR INCORPORATION IN THE WORK PURSUANT TO THE "AGREEMENT".- In order to better ensure the availability of materials, fixtures, and equipment when needed for the Work, the Commissioner may authorize partial payment for certain materials, fixtures and equipment, prior to their incorporation in the Work, but only in strict accordance with and subject to all the terms and conditions set forth in the following sub-divisions numbered 1 to 16 inclusive, unless another method of payment is elsewhere provided in the Specifications for specified materials, fixtures or equipment.
1. The Contractor shall submit to the Commissioner a written request for payment for materials purchased or to be purchased for which it desires to be paid prior to their actual incorporation in the Work. The request shall be accompanied by a schedule of the types and quantities of materials and shall state whether such materials are to be stored on or off the site. Digital PDF submissions via email or industry standard project management software are acceptable.
 2. Where the materials are to be stored off the site, they shall be stored at a place other than the Contractor's premises (except with the written consent of the Commissioner) and under the conditions prescribed or approved by the Commissioner. The Contractor shall set apart and separately store at the place or places of storage all materials and shall clearly mark same "PROPERTY OF THE CITY OF NEW YORK", and further, shall not at any time move

any of said materials to another off-site place of storage without the prior written consent of the Commissioner. Materials may be removed from their place of storage off the site for incorporation in the Work upon approval of the Resident Engineer.

3. Where the materials are to be stored at the site, they shall be stored at such locations as shall be designated by the Resident Engineer and only in such quantities as, in the sole judgment of the Resident Engineer, will not interfere with the proper performance of the Work by the Contractor or by other contractors engaged in performing Work on the site or building operations. Such materials shall not be removed from their place of storage on the site except for incorporation in the Work, without the approval of the Resident Engineer.
4. **INSURANCE**
 - a. **STORAGE OFF-SITE** - Where the materials are stored off the site and until they are incorporated in the Work, the Contractor shall fully insure such materials against any and all risks of destruction, damage or loss including but not limited to fire, theft, and any other casualty or happening. The policy of insurance shall be payable to the City of New York and shall be in such terms and amounts as shall be approved by the Commissioner. All insurance policies shall conform to the requirements of the Agreement with respect to other types of insurance required to be carried hereunder. The Contractor shall deliver the original and one copy of such policy or policies marked "Fully Paid" to the Commissioner.
 - b. **STORAGE ON THE SITE** - Where the materials are stored at the site, the Contractor shall furnish satisfactory evidence to the Commissioner that they are properly insured against loss, by endorsements or otherwise, under the policy or policies of insurance obtained by the Contractor to cover losses to materials owned or installed by him. The policy of insurance shall cover fire and extended coverage against windstorm, hail, explosion and riot attending a strike, civil commotion, aircraft, vehicles and smoke.
5. All costs, charges and expenses arising out of the storage of such materials, shall be paid by the Contractor and the City hereby reserves the right to retain out of any partial or final payment made under the Contract an amount sufficient to cover such costs, charges and expenses with the understanding that the City shall have and may exercise any and all other remedies at law for the recovery of such cost, charges and expenses. There shall be no increase in the contract price for such costs, charges and expenses and the Contractor shall not make any claim or demand for compensation therefore.
6. The Contractor shall pay any and all costs of handling and delivery of materials, to the place of storage and from the place of storage to the site of the Work; and the City shall have the right to retain from any partial or final payment an amount sufficient to cover the cost of such handling and delivery.
7. In the event that the whole or any part of these materials are lost, damaged or destroyed in advance of their satisfactory incorporation in the Work, the Contractor, at its own cost, shall replace such lost, damaged or destroyed materials of the same character and quality. The City will reimburse the Contractor for the cost of the replaced materials to the extent, and only to the extent, of the monies actually received by the City under the policies of insurance hereinbefore referred to. Until such time as the materials are replaced, the City will deduct from the value of the stored materials or from any other money due under the Contract, the

amount paid to the Contractor for such lost, damaged or destroyed materials.

8. Should any of the materials paid for by the City hereunder be subsequently rejected or incorporated in the Work in a manner or by a method not in accordance with the Contract and Specifications, the Contractor shall remove and replace such defective or improperly incorporated material with materials complying with the Contract and Specifications. Until such materials are replaced, the City will deduct from the value of the stored materials or from any other money due the Contractor, the amount paid by the City for such rejected or improperly incorporated materials.
9. Payments for the cost of materials made hereunder shall not be deemed to be an acceptance of such materials as being in accordance with the Contract Documents, and the Contractor always retains and must comply with its duty to deliver to the site and properly incorporate in the Work only materials which comply with the Contract Documents.
10. The Contractor shall retain any and all risks in connection with the damage, destruction or loss of the materials paid for hereunder to the time of delivery of the same to the site of the Work and their proper incorporation in the Work in accordance with the Contract Documents.
11. The Contractor shall comply with all laws and the regulations of all governmental bodies and agencies pertaining to the priority purchase, allocation and use of the Materials.
12. When requesting payment for such Materials, the Contractor shall submit with the partial estimate duly authenticated documents of title, such as bills of sale, invoices or warehouse receipts. Digital scans of original documents submitted via email are acceptable. The executed bills of sale shall transfer title to the Materials from the Contractor to the City (in the event that the invoices state that the material has been purchased by a subcontractor, bills of sale will also be required, transferring title to the materials from subcontractor to the Contractor).
13. Where the Contractor, with the approval of the Commissioner, has purchased unusually large quantities of materials in order to assure their availability for the Work, the Commissioner at her/his option, may waive the requirements of paragraph "12," provided the Contractor furnishes evidence in the form of an affidavit of the Contractor in quadruplicate, and such other proof as the Commissioner may require, that it is the sole owner of such materials and has purchased them free and clear of all liens and other encumbrances. In such event, the Contractor shall pay for such materials and submit proof thereof, in the same manner as provided in paragraph "12" hereof, within seven (7) days after receipt of payment therefor from the Comptroller. Failure on the part of the Contractor to submit satisfactory evidence that it has paid in full for all such materials shall preclude the Contractor from payments under the Contract.
14. The Contractor shall include in each succeeding partial estimate requisition, a summary of materials stored which shall set forth the quantity and value of materials in storage, on or off the site, at the end of each preceding estimate period; the amount removed for incorporation in the Work; the quantity and value of materials delivered during the current period, and the total value of materials on hand for which payment thereof will be included in the current payment estimate.
15. Upon proof to the satisfaction of the Commissioner of the actual cost of such materials, and upon submission of proper proof of title as required under paragraph "12" or "13" hereof, payment will be made therefore to the extent of 85%; provided however, that the cost so

verified, established and approved shall not exceed the estimated cost of such materials included in the approved detailed breakdown estimate submitted in accordance with the Agreement; if it does, the City will pay only 85% approved estimated cost.

16. Upon the incorporation in the Work of any such materials, which have been paid for in advance of such incorporation in accordance with the foregoing provisions, payment will be made for such materials incorporated in the Work pursuant to the Agreement, less any sums paid pursuant to paragraph "15" herein.

E. EXCISE AND TRANSPORTATION TAXES - The Contractor may be exempted from the payment of Federal Excise and Transportation Taxes in accord with the following:

1. Excise Tax Exemption Certificate will be certified by DCAS where requested by the Contractor, for items which fall within the scope of the Contract and may be exempt from Federal Excise Tax.
2. TRANSPORTATION TAX - The 3% Federal Tax has been repealed and is hereby deleted from the Contract. The 10% Federal Tax for travel remains in effect.

F. LABOR - Where labor is used under the Contract, for intermediate skills and for which no rate is hereinbefore certified, and there is in existence at the time the Contract is entered into a labor agreement between the Contractor and a duly recognized labor union, recognizing the existence of such intermediate skills with an agreement to pay a particular rate for such skills, then the Contractor shall pay not less than the rate, so agreed upon between the Contractor and such labor organization for such skills.

G. MOBILIZATION PAYMENT: A line item for mobilization shall be allowed on the Contractor's Detailed Estimate Breakdown submitted in accordance with the Agreement. The Detailed Estimate shall reflect, and the Mobilization Payment shall be made, in accordance with the following schedule:

Contract Amount		Precent	Mobilization
Less than	\$ 50,000	0	\$ 0
\$50,000 -	\$ 100,000	N/A	\$ 6,000
\$100,001 -	\$ 500,000	X 6%	= \$ 6,000 - \$ 30,000
\$500,001 -	\$2,500,000	5%	\$ 30,000 (min) - \$125,000
over 2,500,000		4%	\$125,000 (min) - \$300,000 (max)

The Mobilization Payment, which shall be included as part of the Lump Sum bid, is intended to include the cost of required permits, bonds, insurances and/or any other similar significant initial expenses required for the initiation of the Contract Work.

The Contractor may requisition for one-half of the Mobilization Payment upon satisfactory completion of all three (3) of the following:

1. Installation of any required field office(s);

2. Submission of all required insurance certificates and bonds; and
3. Approval by DCAS of the coordinated progress schedule for the Project and the Contractor's Shop Drawing schedule.

The remaining balance of the Mobilization Payment may be requisitioned only after ten percent (10%) of the contract price, exclusive of the total amount of Mobilization Payments made or to be made hereunder, shall have been approved for payment.

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ARTICLE 3 – PROGRESS SCHEDULE AND CONTRACT DRAWINGS

A. PROGRESS SCHEDULE

1. Within fifteen (15) days after the issuance of the Notice to Proceed for this Contract, the Contractor shall prepare a composite Job Progress Chart (also referred to as the “Chart”) which shall indicate graphically and chronologically the time the various parts of the Work shall be commenced and completed. The Chart shall be in a reproducible form approved by the Commissioner.
2. The Chart shall show the sequence and interrelationship of each operation of the Contract and shall include, without limitation, all Work to be performed by any subcontractor(s).
3. The Chart shall show the estimated time for fabrication and/or delivery of all materials and equipment required for the Work. The Chart shall also show the time necessary to obtain permits to perform the Work, including but not limited to permits for off-hour Work. Any delays occasioned by the Contractor’s failure to order long lead items in a timely fashion or to otherwise adhere to the Chart shall not be compensable by the Agency and may be considered for the purposes of liquidated damages.
4. As directed by the DCAS Project Manager, the Contractor shall meet with Project staff to review and make necessary adjustment(s) to the composite Chart, and to coordinate the Work indicated thereon in accordance with the relevant provisions of the Agreement.
5. When completed, the Chart shall be signed and dated by the Contractor or its official representative. DCAS Project Manager is authorized to sign the Chart on behalf of the Commissioner. Thereafter, the Chart shall be modified, revised and updated only as directed by the Commissioner. When necessary, a revised Chart shall be prepared in the same manner as outlined above for the original Chart.
6. Digital (PDF) copies of the approved Chart shall be distributed by the Contractor, to the following:
 - a. DCAS Project Manager
 - b. each subcontractor; and
 - c. the Commissioner.; and
 - d. the Consultant Architect
7. The Contractor and any subcontractor(s) shall consult the approved Progress Chart and install their Work within the time limits indicated on the Chart.
8. The Contractor shall post a copy of the approved chart in a prominent place in the field office, or such other location as the DCAS Project Manager deems appropriate, and mark thereon the progress of the Work, including the times when various parts of the Work were commenced and completed.

B. PHASING AND SEQUENCING

1. The Contract requires the installation of the entire Project in compliance with the construction documents while the building remains fully occupied and operational. The Contractor is ultimately responsible for the means and methods of construction for this Project including, but not limited to, all temporary equipment relocations, disconnections and reconnections. The Contractor shall determine the means and methods of construction, the sequence, and the schedule for the Work based on established timeframes as defined in the Contract. The Contractor shall be responsible for scheduling and performing all of the Work under the

Contract.

2. The items listed below are key junctures in the construction sequence which will require coordination with DCAS units, including but not limited to Facilities Management, Police, and Fire Safety. No claims for additional compensation will be permitted for work not described in the list below.
 - a. Temporary shutdown of cooling towers required to complete roof work.
 - b. MEP connections to Building Management System.
 - c. Connections to existing alarms (security and fire).
 - d. Connections to existing fire suppression tanks.
 - e. Connections to existing steam and chilled water lines.
 - f. Any temporary shut downs of power, water, or other utilities required to complete any portion of the work.
3. Note that notwithstanding the aforementioned scheduling suggestions, the Contractor shall comply with the contract drawings and overtime requirements set forth in the Contract documents including, but not limited to, Article 32 of these General Conditions.

C. CONTRACT DRAWINGS

1. The contract drawings, as listed in Section 00 01 15 of the Specifications as referred to and defined in the Agreement and in the applicable Specifications for the various Contracts (hereinafter referred to as "Contract Drawings" or "Drawings"), shall bear the general title:

City of New York
Department of Citywide Administrative Services

2. DOCUMENTS FURNISHED TO THE CONTRACTOR

- a. After the registration of the Contract the Contractor will be furnished with (1) PDF set (download access or CDR) of all Drawings mentioned in paragraph (1.) above. The Contractor will also be furnished with (1) PDF set of Specifications and (download access or CDR).
- b. SUPPLEMENTARY DRAWINGS - When, in the opinion of the Commissioner, it becomes necessary to more fully explain the Work to be done, or to illustrate the Work further, or to show any changes which may be required, drawings known as "Supplementary Drawings" will be prepared as directed by the Commissioner.
3. Where Supplementary Drawings are proposed as Extra Work and determined by the Commissioner to constitute Extra Work, compensation therefor to the Contractor shall be subject to the terms of the "Agreement". The Supplementary Drawings shall be binding upon the Contractor with the same force as the Contract Drawings.
4. COPIES TO SUBCONTRACTORS - The Contractor shall furnish each of its subcontractors and materialmen such copies of Contract Drawings, Supplementary Drawings, and/or copies of the Specifications as may be required for its Work.
5. CONTRACTOR TO CHECK DRAWINGS - The Contractor shall verify all dimensions, quantities and details shown on the Contract or Supplementary Drawings, Schedules, or other data received from the Commissioner, and shall notify the Commissioner, in writing, of all errors, omissions, conflicts and discrepancies found therein. Notice of such errors

shall be given before the Contractor proceeds with any Work, and any additional costs or expenses incurred by the Contractor because of its failure to give notice of such errors, if any, shall be borne by the Contractor. Figures shall be used in preference to scale dimensions and large-scale Drawings in preference to Small-Scale Drawings.

ARTICLE 4 - SHOP DRAWINGS, PROPOSALS, COORDINATED, INTEGRATED DRAWINGS, AND RECORD AND AS-BUILT DRAWINGS

A. SHOP DRAWINGS

1. **DEFINITION OF SHOP DRAWINGS** – The term “Shop Drawings” shall be defined as anything sent to the Consultant for preliminary approval including, but not limited to, catalog cuts, product data, certificates, drawings, and samples including physical objects. Final approval shall be provided by the Commissioner.
2. **SUBMISSION OF SHOP DRAWINGS** - Instructions regarding Shop Drawings for electrical or mechanical Work or equipment of any nature that may be required are set forth in the "General Electrical Requirements" and “General Mechanical Requirements” of these General Conditions.
3. The Contractor shall promptly prepare and submit layout detail and Shop Drawings of such parts of the Work as are indicated in the Contract Documents including, without limitation, the Specifications, Contract Drawings and Supplementary Drawings, or as required by the Commissioner in her/his sole discretion. The Shop Drawings shall be accurate and distinct and give all the dimensions required for the fabrication, erection and installation of the Work.
4. **SIZE OF DRAWINGS** - The Shop Drawings, unless otherwise directed, shall preferably be on sheets of the same size as the Contract Drawings, with a 1/2-inch marginal space on each side and a 2-inch marginal space for binding on the left side.
5. **SCOPE OF DRAWINGS.** - Shop Drawings shall be numbered consecutively and shall accurately and distinctly represent the following:
 - a. All working and erection dimensions.
 - b. Arrangements and sectional views.
 - c. Necessary details, including performance characteristics, and complete information for making necessary connections with other work.
 - d. Kinds of materials including thicknesses and finishes.
 - e. All other information required by the Commissioner.
 - f. Electrical Coordination study prior & after all switchgear submittal.
6. **TITLES AND REFERENCE** - Shop drawings shall be dated and contain:
 - a. Name of the Project and Contract Number.
 - b. Descriptive names of equipment, or materials covered by the Drawings, and the classified item number or numbers, if any, under which it is, or they are required.
 - c. Locations or points at which materials or equipment are to be installed in the Work.
 - d. Cross-References to the Section Number, detail number, and paragraph number of the Contract Specifications.

- e. Cross-References to the sheet number, detail number, etc., of the Contract Drawings.

NOTE: In addition to the above requirements, the Shop Drawings shall bear a stamp having the following wording:

FIELD MEASUREMENTS - The Contractor shall certify that it has verified and supplemented the Contract Drawings by taking all required field measurements, that said measurements correctly reflect all field conditions and that this Shop Drawing incorporates said measurements.

- 7. THE SUBMISSION OF SHOP DRAWINGS shall be accompanied by a letter of transmittal, containing the name of the Project, the name of the Contractor, the number of Drawings, titles and any other requirements. An electronic (PDF) copy of the submittal (Shop Drawings, Transmittal Letter, and ACAD, if available) shall be distributed to the Consultant and DCAS Project Manager via email, FTP download or industry standard Project Management Platform. The design Consultant will transmit Shop Drawings to appropriate sub-consultants for review and acceptance, including Commissioning Authority/Agent as applicable and must be signed off by the DCAS Project Manager before final acceptance. A satisfactory Shop Drawing will be stamped "No Exceptions Taken", be dated and distributed by the Consultant as follows:
 - a. One (1) copy will be returned to the Contractor.
 - b. One (1) copy of the approved Shop Drawing and copy of the transmittal letter to the Contractor will be forwarded to DCAS
 - c. One (1) copy will be retained by the consultant
 - d. One (1) copy will be forwarded / retained by sub-consultant(s) as appropriate

Should the Shop Drawing(s) be "Rejected" or bear a note from the design Consultant or DCAS Project Manager to "Revise and Resubmit", the design Consultant will return the Shop Drawings to the Contractor with the necessary corrections and changes to be made as indicated thereon. Re-submission of the same drawings shall bear the original number of the drawings and the original titles.

- 8. Revisions: The Contractor shall make all such corrections and changes and resubmit each Shop Drawing to the design Consultant and DCAS Project Manager. The Contractor shall revise and resubmit the Shop Drawings as required by the design Consultant or DCAS Project Manager until the Shop Drawings are stamped "No Exceptions Taken". However, Shop Drawings which have been stamped "Make Corrections Noted" will be considered an "Acceptable" Shop Drawing and NEED NOT be resubmitted.
- 9. Commencement of Work: No work or fabrication called for by the Shop Drawings shall be commenced until the design Consultant and DCAS Project Manager provide acceptance of said drawings. In addition to the foregoing Shop Drawing transmissions, a copy of any Shop Drawing prepared by any of the Contractor's subcontractors for which Shop Drawings indicate work related to, adjacent to, impinging upon, or affecting work to be done by other subcontractors, shall be transmitted by the Contractor to the subcontractors so affected. These accepted Shop Drawings shall be distributed to the affected subcontractors when required with a copy of the transmittal to the DCAS Project Manager.
- 10. FINAL SUBMISSION - When approval of any Shop Drawing (by design Consultant and Commissioner) is obtained by the Contractor, the Contractor shall insert the date of the approval and promptly furnish the Consultant and the Commissioner a copy of the final approved Shop Drawings with all notes and sign-offs. No Work called for by the Shop

Drawings shall be done until the approval of the said drawings is given.

11. VARIATIONS - If the Shop Drawings show variations from the Contract requirements because of standard shop practice, or other reasons, the Contractor shall make specific mention of such variations in its letter of submittal and shall highlight area(s) of such variation(s) on the drawings. Approval of the Shop Drawings shall constitute approval of the subject matter thereof only.
12. CATALOG CUTS - Except as otherwise prescribed herein, the submission of catalog cuts shall conform to the procedures specified for Shop Drawings.
 - a. PRELIMINARY SUBMISSION -The Contractor shall submit catalog cuts to the Consultant and the Commissioner for approval. A satisfactory catalog cut will be stamped "Approved", be dated and one copy thereof will be returned to the Contractor. Should the catalog cut not be approved by the Commissioner, she/he will return such catalog cuts with the necessary corrections and changes to be made indicated thereon.
 - b. REVISIONS - The Contractor shall make such corrections and changes and again submit the catalog cuts, for the approval of the Consultant and the Commissioner. The Contractor shall revise and resubmit the catalog cuts as required by the Consultant and/or Commissioner until approval thereof is obtained. However, catalog cuts which have been stamped "Approved As Noted" shall be considered an "Approved" catalog cut and need not be revised and resubmitted.
 - c. FINAL SUBMISSION - Once approval of any catalog cut is provided, the Consultant shall deliver a copy of the catalog cut to the DCAS Project Manager. The Contractor is responsible for distributing approved catalog cuts to the affected contractors at the job meetings and shall be so recorded in the minutes.
13. RESPONSIBILITY OF CONTRACTOR
 - a. The approval of Shop Drawings will be general and shall not relieve the Contractor of responsibility for the accuracy of such Shop Drawings, nor for the proper fitting and construction of the Work, nor of the furnishing of materials or Work required by the Contract and not indicated on the Shop Drawings.
 - b. Approval of Shop Drawings or any portion(s) thereof shall not be construed or interpreted as approving departures from the Contract Drawings, Supplementary Drawings or Specifications. If the Contractor wishes to deviate from the Contract Drawings, Supplementary Drawings or Specifications, the Contractor must submit a separate written request which fully explains the basis for the request and the cost implications thereof to the Consultant and the Commissioner, and both the Consultant and the Commissioner must approve such request in writing. Cost associated with such approvals shall be deemed included in the Lump Sum bid price, unless otherwise specified in writing by DCAS.
14. SHOP DRAWING SCHEDULE - (See the instructions for completing the Shop Drawings Log/Schedule in Article 47 of these General Conditions).
15. PROCEDURE FOR PREPARING, FORWARDING, CHECKING AND RETURN of all Shop Drawings shall be, generally, as follows:

The Contractor shall make available to its subcontractors the necessary Contract Documents and have them determine dimensions and conditions in the field, particularly with reference to coordination with other trades or work under other contracts. It shall direct its subcontractors to prepare Shop Drawings for submission to the Consultant in accordance with the requirements of these "General Conditions". It shall also direct its subcontractors to

"Circle" corrections made on all re-submissions for approval, so as to be readily seen.

The Contractor shall:

- a. Review and be responsible to the Commissioner, or her/his authorized representative, for all information shown on all shop and installation drawings and also for conformity to contract documents.
- b. "Circle" all corrections made on all submissions for approval, so as to be readily seen.
- c. Clearly designate which trade is to perform the Work when the use of "work by others", or other similar phrases, are indicated on the drawings before submission to the Consultant.
- d. In order to expedite Shop Drawing procedures, the Contractor shall write a Shop Drawing status letter directly to the Consultant, each week, containing the following subject matter:
 - 1). A list of all Shop Drawings which have been sent to but not returned by the Commissioner or Consultant giving name of the subcontractor, drawing number, title and date of submission.
 - 2). An indication of the desired priority of the return, if necessary.

NOTE: The status letter shall be prepared and sent at a given time each week, preferably Friday afternoon, to enable the Consultant to receive the letter on Monday morning. This procedure shall be maintained throughout the active Shop Drawing period of construction.
- e. The Consultant shall review the Shop Drawing status log at each job meeting.
- f. Contractor shall coordinate Shop Drawing submission for long lead items so as to avoid delays to the project.

B. PROPOSALS

1. Before purchasing any item(s) that will be incorporated into the Project as part of the Bid Allowances (including, without limitation, Hazmat, Fire Alarm ("FA"), etc.), and if directed by the Commissioner in her/his sole discretion to subcontract certain Work, the Contractor shall provide to the Commissioner within one (1) week at least three (3) proposals on official letterhead of the company selling the item(s) or providing the services to the Contractor, each of which shall include a detailed breakdown of its pricing suitable for estimating purposes. If additional documentation is deemed necessary by the Commissioner, the Contractor shall provide any and all additional documentation including but not limited to catalog cuts and any other submittals required by the Commissioner within one (1) week of submission of the original proposal or such shorter time as determined by the Commissioner in her/his sole discretion.
2. These proposal requirements shall apply to all submissions required by the Commissioner on Allowance Work, and shall further apply, without limitation, to any and all submissions required by the Commissioner in her/his sole discretion including, without limitation, proposals for Extra Work.
3. The Commissioner reserves the right to direct the Contractor to purchase any item(s) from a vendor of DCAS' choosing if the Commissioner determines that the purchase of such item(s) is in the best interests of the City.
4. Change Order Proposal Response Time.
 - a. DCAS Change Order Proposal: If the Commissioner shall advise the Contractor that Extra Work is required, the Contractor shall submit its responsive cost proposal with all supporting documentation to the Commissioner within two (2) weeks or such

shorter period as determined by the Commissioner in her/his sole discretion. If additional documentation is deemed necessary by the Commissioner, the Contractor shall provide any and all additional documentation including but not limited to catalog cuts and any other submittals required by the Commissioner in her/his sole discretion within two (2) weeks of submission of the original proposal or such shorter time as determined by the Commissioner in her/his sole discretion. No work related to a change order proposal shall be executed until final, written approval is provided by DCAS.

- b. Contractor Change Order Proposal: If the Contractor makes a request for Extra Work, the Contractor shall provide its change order proposal with all supporting documentation within two (2) weeks of the Commissioner's request for such proposal or such shorter period as determined by the Commissioner in her/his sole discretion. If additional documentation is deemed necessary by the Commissioner, the Contractor shall provide any and all additional documentation including but not limited to catalog cuts and any other submittals required by the Commissioner in her/his sole discretion within two (2) weeks of submission of the original proposal or such shorter time as determined by the Commissioner in her/his sole discretion. No work related to a change order proposal shall be executed until final, written approval is provided by DCAS.

C. COORDINATED / INTEGRATED DRAWINGS

1. The prime Contractor or the general contractor, as the case may be, shall be held strictly accountable for providing the City with the Coordinated/Integrated Drawings (hereinafter the term "Coordinated Drawing(s)" shall refer to both Coordinated Drawing(s) and Integrated Drawing(s)). The prime Contractor shall ensure cooperation by and between any and all subcontractors on the Project as may be required to prepare the Coordinated Drawings. Any references below to a "subcontractor" shall be deemed to include a "contractor" in that trade or trades and vice versa. At a minimum or as directed by the Commissioner in her/his sole discretion, the Coordinated Drawings shall contain the following:
 - a. The general contractor shall layout in its drawing or drawings the reflected ceiling plan, beam soffit elevations, ceiling heights, roof openings, etc. In addition, the general contractor shall provide to the Heating, Ventilating and Air Conditioning ("H.V.A.C.") subcontractor reflected ceiling starting points or plans, beam soffit elevations, ceiling heights, roof openings etc.
 - b. The H.V.A.C. subcontractor shall prepare a drawing or drawings showing duct work, heating and HVAC related piping, etc. This drawing shall include location of grilles, registers, etc. and access door in hung ceilings. Locations shall be fixed by elevations and dimensions from column center lines and/or walls.
 - c. The plumbing subcontractor shall layout in its drawing or drawings the plumbing and sprinkler piping, valves, cleanouts, etc., indicating locations and elevations and shall indicate the necessary access doors.
 - d. The electrical subcontractor shall indicate in its drawing or drawings fixtures, large conduit, runs, clearances, pull boxes, junction boxes, sound system speakers, etc.
2. The DCAS Project Manager and Consultant shall call as many meetings with the contractors / subcontractor(s) as are necessary to resolve any conflicts or apparent conflicts. The contractors / subcontractor(s) shall attend all such meetings, as well as any other job meetings called by the DCAS Project Manager and Consultant, and any costs and expenses that may be attributable to attending such meetings shall be deemed included in their bids. The DCAS Project Manager and Consultant will call on the services

of any other party that they deem necessary to resolve such conflicts or apparent conflicts. The prime Contractor is responsible for the coordination of all drawings.

D. RECORD / AS-BUILT DRAWINGS

NOTE: All professional seals must be blocked out. Title box complete with project title and Consultant names will remain.

1. At the start of construction (kick-off meeting), DCAS' Design Consultant will furnish to each Contractor a complete set of reproducible Contract documents and the CAD files pertaining to the Work (for reference only and upon signing the Consultant required release form) to be performed under its Contract. It is the responsibility of the Contractor to modify the drawings to indicate all changes and corrections, if any, occurring in the Work as actually installed. The Contractor shall furnish for review to DCAS' Design Consultant (the Architect of Record) Cloud Based digital download (PDF and DWG) which contains legible, accurate documentation of all conditions on-site as observed and built in the field, especially where these conditions differ from the Contract Documents. The Contractor shall make any corrections as directed by the Architect of Record before submitting a final version to DCAS for final review and approval. These drawings will hereinafter be referred to as "As-Built Drawings."
2. The Contractor's attention is particularly directed to the necessity of keeping accurate records of all subsurface and concealed Work, so that the As-Built Drawings may contain this information in exact detail and location. Drawings should also show all connections, valves, gates, switches, cut-outs and similar operating equipment.
3. Before substantial completion payment, the Contractor shall furnish to the Commissioner, one (1) complete set of As-Built Drawings, including the AutoCad drawing files and PDF set of the As-Built Drawings for review and approval. The As-Built Drawings shall indicate all the Work and locations as actually installed. Upon final approval by the Commissioner, the As-Built drawings will become Record Drawings.
4. AS-BUILT DRAWING TITLE SHEET-Each Contractor shall prepare a title sheet, same size as As-Built Drawings, that contains the following:
 - a. Heading:
The City of New York
Department of Citywide Administrative Services
Asset Management Line of Service
 - b. Capital Budget Project No.: 856 PW19325A
 - c. Name of the Project and Location and Occupant Agency
 - d. Contractor's Name
 - e. Record of changes (A Caption description of work affected, and the date and No. of Change Order or other authorization).
 - f. List of Record Drawings.
5. All changes from the Contract Drawings contained in the Record Drawings shall be conspicuously encircled and identified by change order number and RFI's correlating to changes listed on "Title Sheet." The Contractor shall show within the encircled areas the Work as actually installed.
6. BULLETINS, OPERATING AND SERVICE MANUALS - Where the Contractor has submitted technical bulletins, operating and Service manuals, or other digital or printed matter as a Shop Drawing, having diagrams or drawings thereon of a material or equipment installed in

the Work, it shall furnish copies thereof so that the Commissioner may have all the necessary information for the proper operation maintenance and repair of the material and equipment and the ordering of spare parts. All bulletins and operating and service manuals shall be compiled and indexed in the book form for the contract.

7. The Contractor shall review the Record Drawings with the DCAS Project Manager on a weekly basis at DCAS' sole discretion. Contractor to keep copy of record drawings on work site.
8. In her/his sole discretion, the Commissioner shall have the right not to issue a Substantial Completion and/or a Final Completion certificate unless and until the Contractor has provided all required Record Drawings and other submissions and has closed out all permits that are the Contractor's responsibility under the Contract.

ARTICLE 5 - APPROVAL OF MATERIALS

- A. LOCAL LAWS - All materials, appliances and types or methods of construction shall be in accordance with the Specifications and shall in no event be less than that necessary to conform to the requirements of Law.
- B. APPROVAL OF MANUFACTURER - The names of proposed manufacturers, materialmen, and dealers who are to furnish materials, fixtures, equipment, appliances or other fittings shall be submitted to the Commissioner for approval, as early as possible, to afford proper investigation and checking.
- C. ALL MATERIALS, fixtures, fittings, supplies and equipment furnished under the Contract shall be new and unused, except as approved by the Commissioner, and of standard first-grade quality and of the best workmanship and design. The City of New York encourages the use of recycled products where practical.
- D. INFORMATION TO SUPPLIERS - In asking for prices on materials under any item of the Contract, the Contractor shall provide the manufacturer or dealer with such complete information from the Specifications and Drawings as may in any case be necessary, and in every case, it shall inform the manufacturer or dealer of all the general conditions and requirements herein contained.
- E. STANDARD REFERENCES - Whenever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization or body, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the date of advertisement for bids, even though reference has been made to an earlier standard.
- F. Reference to a technical society, organization or body may be made in the Specifications by abbreviations in accordance with the following list, or as otherwise specified in the Contract documents:

A.I.A.	American Institute of Architects
A.C.I.	American Concrete Institute
A.G.A.	American Gas Association
A.G.M.A.	American Gear Manufacturer Association
A.I.E.E.	American Institute of Electrical Engineers
A.I.S.C.	American Institute of Steel Construction
A.M.C.A.	Air Moving and Conditioning Association
A.R.I.	Air-Conditioning and Refrigeration Institute
A.S.A.	American Standards Association
A.S.H.R.A.E.	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
A.S.M.E.	American Society of Mechanical Engineers
A.S.T.M.	American Society for Testing Materials
A.W.S.C.	American Welding Society Code
A.W.W.A.	American Water Works Association
B.S. & A.	New York City Board of Standards & Appeals
C.I.P.R.A.	Cast Iron Pipe Research Association
C.T.I.	Cooling Technology Institute
EPP	Environmentally Preferable Purchasing
FED. SPEC.	Federal Specification

I.B.R.	Institute of Boiler and Radiator Manufacturers
I.P.C.E.A.	Insulated Power Cable Engineer's Association
M.E.A.	Material Equipment Acceptance
NAVY SPEC.	Navy Department Specification
N.E.C.	National Electric Code with NYC latest amendments
N.E.M.A.	National Electrical Manufacturers Association
N.F.P.A.	National Fire Protection Association
N.Y.B.C.	New York City Building Code
N.Y.C. D.O.B.	New York City Department of Buildings
P.D.I.	Plumbing and Drainage Institute
P.P.S.	Power Piping Society
S.A.E.	Society of Automotive Engineers Standards
S.H.B.I.	Steel Heating Boiler Institute
S.M.A.C.N.A.	Sheet Metal and Air Conditioning Contractors National Association
U.L.	Underwriters' Laboratories

- G. When no reference is made to a code, standard or specification, the Standard Specifications of the ASTM or the AIEE, as the case may be, shall govern.
- H. SAMPLES OF MATERIALS -The Contractor shall submit to the Commissioner for approval, samples of all materials specified to be used in the Project. Samples shall be submitted no later than 30 days after the Notice to Proceed has been issued unless DCAS authorizes an extended delivery time in writing.
1. For samples of materials involving electrical Work of any nature, see the "General Electrical Requirements" set forth in these General Conditions.
 2. Samples shall be provided in the proper amount as specified in the Contract, of sufficient size to show the quality, type, range of color, finish and texture of the material. However, in addition thereto, after approval, three (3) additional samples showing the material, color and texture of all interior finishes, including the finishes of exposed built-in equipment, trim, glazing, fittings and fixtures, etc., shall also be furnished. The sizes of these additional samples shall be as directed and acceptable to the Commissioner but shall not be less than that specified in the Contract documents.
 3. Each of the samples shall be labeled, bearing the name and quality of the material, the Contractor's name, date, Contract and project, and the related specification or drawing reference to the samples submitted.
 4. A letter of transmittal from the Contractor requesting approval must accompany all such samples.
 5. Transportation charges to the Commissioner's office must be prepaid on all samples forwarded.
 6. Samples for testing purposes shall be in accordance with the requirements of the Specifications.
 7. All samples shall be provided at no additional cost to DCAS.
- I. TIMELY SUBMISSIONS LOG/SCHEDULE - Samples shall be submitted in accordance with approved Shop Drawing log so as to permit proper consideration without delaying any operation under the Project. Materials should not be ordered until approval is received in writing from the Consultant and the Commissioner. All materials shall be furnished equal in every respect to the approved samples. "The Contractor shall submit all Shop Drawings and Samples requiring color or finish selections within thirty days of the Notice to Proceed for this Contract. DCAS will hold these submittals in order to review all color and finish items together with the Consultant Architect.

- J. ONCE ALL COLOR AND FINISH ITEMS ARE RECEIVED, - DCAS will review these submissions with the Consultant Architect as promptly as possible, and issue final approved selections to the Contractor for the characteristic color, texture, strength, or other feature of the material named in such approval, and no other. When this approval is issued by the Commissioner, in his/her sole discretion, it is done with the distinct understanding that the materials to be furnished will fully and completely comply with the Specifications, which such determination may be made at some later date by a laboratory test or by other procedure. Use of materials will be permitted only so long as the quality remains equal to the approved samples and complies in every respect with the Specifications, and the colors and textures of the samples previously submitted to the Commissioner for the Project. The Contractor shall notify the Consultant and Commissioner if any of these items will adversely affect the schedule so that they may expedite the review of those items as needed.
- K. EQUIVALENT QUALITY OF MATERIALS - All materials and equipment which are designated in the Specifications by a number in the catalog of any manufacturer or by a manufacturer's grade or trade name, are designated for the purpose of describing the article and fixing the standard, quality, and finish. Materials and equipment which are, in the sole discretion of the Commissioner, the equivalent to that specified, will be acceptable.
- L. The submission of any material, or article, as the equal of the materials or articles set forth in the Specifications as a standard shall be accompanied by illustrations, drawings, descriptions, catalogs, records of tests, samples and any and all other information essential for judging the equality to the materials, finish and durability of that specified as standard, as well as information indicating satisfactory use under similar operating conditions.
- M. Where the Specifications provide that the manufacturer's directions are to be used, copies shall be submitted to the Commissioner.
- N. COMMISSIONER TO SELECT INSPECTORS - Except as specifically provided in the Specifications, the Commissioner reserves the right, in his/her discretion, to select and designate all persons, firms, or corporations to make or witness each and every inspection, test or analyses, with or without reports.
- O. REQUEST FOR INSPECTION - The Contractor shall give notice in writing to the Commissioner a minimum of 24-hours in advance of its intention to commence the manufacture or preparation of materials especially manufactured or prepared for use in or as part of the permanent construction. Such notice shall contain a request for inspection, the date of commencement and the expected date of completion of the manufacture or preparation of materials. Upon receipt of such notice, the Commissioner will arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials, or she/he will notify the Contractor that the inspection will be made at a point other than the point of manufacture, or she/he will notify the Contractor that inspection will be waived.
- P. NO SHIPPING BEFORE INSPECTION -The Contractor shall comply with the foregoing before shipping any material.
- Q. CERTIFICATE OF MANUFACTURE - When the Commissioner so requires, the Contractor shall furnish to her/him authoritative evidence in the form of Certificates of Manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Specifications. These certificates shall include copies of the results of physical tests and chemical analyses where necessary, that have been made directly on the product, or on similar products being fabricated by the manufacturer.
- R. When materials or manufactured products shall comprise such quantity that it is not practical to make physical tests or chemical analyses directly on the product furnished, a certificate stating the results of such tests or analyses of similar materials which were concurrently produced may,

at the discretion of the Commissioner, be considered as the basis for the acceptance of such material or manufactured product.

- S. TESTING COMPLIANCE -The testing personnel shall make the necessary inspections and tests, and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Specifications, indicating thereon all analyses and/or test data and interpreted results thereof.
- T. REPORTS - Copies of the reports shall be submitted and authoritative certification thereof must be furnished to the Commissioner as prerequisite for the acceptance of any material or equipment.
- U. REJECTIONS - If, in conducting any test it is ascertained by the Commissioner that the material or equipment does not comply with the Specifications, the Contractor will be notified thereof, and it will be directed to refrain from delivering said materials or equipment, or to promptly remove it from the site or from the Work and replace it with acceptable material without cost to the City.
- V. PRIOR WRITTEN APPROVAL - The Contractor shall not supply any material or equipment to the Project as the equivalent of the material or equipment specifically named in the Specifications, without the prior written approval of the Commissioner. Barring the receipt of said written approval, the Contractor shall immediately proceed to furnish the designated material or equipment designated in the Specifications.
- W. COST OF TESTS BORNE BY CITY - Where the City conducts tests to determine compliance with the Specifications regarding materials or equipment, and where such compliance is ascertained as a result thereof, the City will bear the cost of such tests. However, if the result of any such test indicates that the Contractor failed to comply with the Specifications, the Contractor will bear the cost of such test as well as any subsequent tests to confirm compliance with the Specifications.
- X. COST OF TESTS BORNE BY CONTRACTOR - Where tests are specifically called for in the Specifications to be made by the Contractor, the cost thereof shall be borne by the Contractor and shall be deemed to be included in the Contract price. The expenses of the testing personnel assigned by the City shall not be the Contractor's obligation. The Contractor shall reimburse the City for expenditures incurred in the making of tests on materials and equipment submitted by the Contractor as the equivalent of that specifically named in the Specifications and rejected for non-compliance.

ARTICLE 6 - DELIVERY OF MATERIALS

- A. The Contractor shall furnish to the Commissioner a copy of each material order, indicating date of order and quantity of material, and shall also notify the Commissioner, when Materials have been delivered to the site and in what quantities.
- B. **AMPLE QUANTITIES** -The Contractor shall deliver Materials in ample quantities to insure the most speedy and uninterrupted progress of the Work so as to complete the Work within the Contract time.
- C. **SEALS/ LABELS** - Manufacturers containers shall be delivered with unbroken seals and shall bear proper labels.
- D. **THE CONTRACTOR SHALL COORDINATE DELIVERIES** with DCAS and other contractors onsite in order to avoid delay in, or impeding the progress of the work of any related contractor.
- E. **STACKING** - All Materials shall be properly stacked in convenient places adjacent to the site, or where directed, and protected in a satisfactory manner. Stacked materials shall be so arranged as to not interfere with visibility of traffic control devices.
- F. **OVERLOADING** - If DCAS authorizes the Contractor in writing to store Materials in any part of the building area, they shall be stored so as to cause no overloading.
- G. **NO INTERFERENCE** - If it becomes necessary to remove and restack Materials to avoid impeding the progress of any part of the Work or interfering with the work to be done by any other contractor, the Contractor shall remove and restack such Materials at no additional cost to the City.

ARTICLE 7 - TEMPORARY STRUCTURES / STORAGE

- A. **FIELD OFFICE FOR CONTRACTOR** -The Contractor shall establish a temporary field office for its own use at the site, where readily accessible copies of all Contract Documents shall be kept. Field office location, extents, and access shall be coordinated with and approved by DCAS prior to mobilization.
- B. The field office shall be located where it will not interfere with the progress of any part of the Work or with visibility of traffic control devices.
- C. **CONTRACTOR'S REPRESENTATIVES** - Responsible and competent representatives of the Contractor, duly authorized to receive orders and directions and to put them into effect, shall be in charge of the office.
- D. **TELEPHONE ARRANGEMENTS** - Arrangements shall be made by the Contractor to have its representative readily accessible by telephone.
- E. **MATERIAL SHEDS** used by the Contractor for the storage of its Materials shall be kept at locations which will not interfere at any time with the progress of any part of the Work or with visibility of traffic control devices. Location, layout, and access to and from all material sheds and staging areas on site to be coordinated with and approved by DCAS. Furthermore, the materials sheds must meet the following requirements:
 - 1. The material shed must comply with all applicable codes, rules and regulations including but not limited to the New York City Department of Buildings' ("DOB") Building Code and the New York City Fire Department ("FDNY") Code;
 - 2. The material shed must be installed at no additional cost or expense to the City, and shall be removed at the completion of the Contract, as the case may be, at no additional cost or expense to the City;
 - 3. The material sheds shall be made of a fencing material that allows visibility into the shed such as a chain link fence;
 - 4. The City must have access to the material shed at all times; and
 - 5. The Contractor shall not erect a material shed without the prior approval of the Commissioner.
- F. **SUBSTANTIAL CONSTRUCTION** - All temporary structures shall be of substantial construction and neat appearance and shall be painted a uniform gray unless otherwise directed by the Commissioner.
- G. **ADVERTISING PRIVILEGES** -The City reserves the right to all advertising privileges. The Contractor shall not cause any signs of any kind to be displayed at the site unless specifically required herein or authorized by the Commissioner.
- H. **CONTRACTOR'S SIGN** – The Contractor shall post and keep posted, on the outside of its field office, office or exterior fence or wall at the site of Work, whichever is applicable, a legible sign giving the full name of the company, address of the company and telephone number(s) of

responsible representative(s) of the firm who can be reached in event of an emergency twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five days (365) a year.

- I. TEMPORARY SIGNS - Provide temporary signs as required to inform public and individuals seeking entrance to Project. Provide temporary, safety, directional signs for construction personnel and visitors. Maintain and touch up signs, so they are legible at all times.

ARTICLE 8 –SURVEYS

- A. LINE AND GRADE -The Commissioner will establish or agree to or approve a baseline and bench mark near the site of the Work for use of the Contractor in connection with the performance of the Work.
- B. The Contractor shall establish all other lines and elevations required for its Work and shall be solely responsible for the accuracy thereof.
- C. SAFEGUARD ALL POINTS - The Contractor shall safeguard all points, stakes, grade marks and bench marks made or established by him on the Work, shall re-establish same if disturbed, and shall bear the entire expense of rectifying any Work improperly installed due to a failure to maintain and/or protect or remove such established points, stakes, or marks without authorization.
- D. CITY MONUMENTS AND MARKS - No Work shall be performed near City monuments or marks until the said monuments or marks have been referenced or reset or otherwise disposed of by the agency or party who installed them.
- E. SURVEYOR - The surveyor selected shall be a licensed surveyor and shall be subject to the approval of the Commissioner. S/he shall not be a regular employee of the Contractor, nor shall he have any interest in the Contract. S/he shall not be employed by the Contractor in laying out any Work, it being intended that the surveyor's certification shall represent an independent and disinterested verification of such layout. S/he shall report to the DCAS Project Manager each time upon arrival to and departure from the site and review with the DCAS Project Manager the data required for the Project.
- F. FINAL CERTIFICATION - Final certification shall be submitted upon completion of the Work or upon completion of any subdivision of the Work as directed by the Commissioner. Any exceptions or deviations from the drawings shall be noted on the final certificate and there shall be included any maps, plates, notes, pertinent documents and data necessary, in the opinion of the Commissioner, to constitute a full and complete report.
- G. FINAL SURVEY If required by DCAS, in its sole discretion, the Contractor shall provide to DCAS for submission to the DOB, a final Survey by the licensed surveyor showing the location of the new structure, before completion of the structure. This Survey shall show the location of the first tier of beams or of the first floor, the finish grades of the open spaces on the plot, the established curb level and the location of all other structures on the plan, together with the location and boundaries of the lot or plot upon which the structure is constructed, curb cuts, all yard dimensions, generator, generator pad, flue structure, shed, etc.
- H. The Contractor shall obtain the services of a licensed professional surveyor as set forth in section (E) above for surveying requirements mentioned under the Specifications or Drawings at no additional expense to the City.

ARTICLE 9 - CONTRACTOR'S SUPERINTENDENT

- A. The Contractor shall devote its time and personal attention to the Work, and shall employ and retain at the work site from the commencement until the entire completion of the Work, a Contractor's Superintendent (also referred to as "Superintendent"), fluent in spoken and written English, who is fully competent and capable of maintaining proper supervision and care of the Work and is acceptable to the Commissioner in the Commissioner's sole discretion. In the absence of the Contractor, and irrespective of any superintendent or foreman employed by any subcontractor, the Contractor's Superintendent shall ensure that the instructions of the Commissioner are carried out in an expeditious and appropriate fashion. Once approved by the Commissioner, the Superintendent on the job shall not be changed or removed without the consent of the Commissioner. The Commissioner may require the Superintendent to be present at the work site during all working hours at no additional cost or expense to the City.
- B. Furthermore, it shall be the responsibility of the Contractor to ensure that each Subcontractor and/or trade provides a Superintendent who shall meet the requirements set forth in (A) above.
- C. The Commissioner reserves the right, in her/his sole discretion, to request replacement of any Contractor's Superintendent(s), or other employee of the Contractor or its sub-contractor(s) performing Work under the Contract. Once notified of the Commissioner's request, the Contractor shall replace such employee with an employee of equal or greater experience, to the Commissioner's satisfaction, in her/his sole discretion, within no more than five (5) business days of the Commissioner making such request.

ARTICLE 10 - PERMITS

- A. The Contractor shall: acquire, maintain and submit all permits (including, but not limited to, off- hour work permits), licenses, accreditations and waivers, provide all notices and pay all fees (including, without limitation, all expediting fees) required in connection with the Work under the Contract; submit such to DCAS prior to commencement of any Work; and obtain any and all regulatory agency approvals necessary and required to complete the Work.
 - 1. In the event that a portion of the Work requiring licenses is to be performed by a subcontractor, the Contractor shall submit the license of the subcontractor to DCAS prior to commence of any Work by the subcontractor. All subcontracting is subject to approval of DCAS.
- B. The Contractor shall submit all necessary affidavits of completion, stamped by a Professional Engineer or Registered Architect, certifying compliance with the NYC Building Code. The Contractor shall provide to DCAS copies of all such filings and proofs of compliance upon completion of Work assigned under the Contract and upon acceptance of the Work by the DOB. All permits shall be closed out in accordance with the requirements of the agency issuing the permit or any other government agency having jurisdiction.
- C. All costs associated with the aforementioned requirements of Article 10 including, without limitation, expediting costs, shall be deemed to be included in the bid price.

ARTICLE 11- TRANSPORTATION

- A. The Contractor shall determine for itself the availability of transportation facilities and dockage for the use of its employees, equipment and material, and the conditions under which such use will be permitted.
- B. If transportation facilities and dockage are available and their use is permitted by the governmental agency having jurisdiction over them, the Contractor shall pay all necessary costs and expenses and abide by all rules and regulations promulgated in connection therewith.
- C. The Contractor shall comply with any and all applicable laws, rules, and regulations that relate to the use of vehicles on highways and bridges.
- D. It is understood that the Commissioner makes no warranty as to the continued use by the Contractor of such transportation facilities and dockage.

ARTICLE 12 - SLEEVES AND HANGERS

- A. Coordinate with Progress Schedule - The Contractor shall promptly furnish and install conduits, outlets, piping sleeves, boxes, inserts and all other materials and equipment that is to be built into the Work in conformity with the requirements of the Project.
- B. Cooperation of Subcontractors – The Contractor shall ensure that all subcontractors fully cooperate with each other in connection with the performance of the above work.
- C. Timeliness - In the event that timely delivery of sleeves and other materials cannot be made, and to avoid delay, the Contractor may arrange to have boxes or other forms set at the locations where the piping or other material is to pass through or into the slabs, walls or other Work. Upon the subsequent installation of the sleeves or other material, the Contractor shall fill around them with materials as required by the Contract. The necessary expenditures incurred for the boxing out and filling in shall be borne by the Contractor.
- D. See structural drawings for acceptable anchors and hangers into existing terra cotta flat arch structural slab.

ARTICLE 13 - CUTTING AND PATCHING

- A. The Contractor shall do all cutting, patching and restoration required by its Work, unless otherwise particularly specified in the detailed Specifications of its Contract.
- B. At its own cost and expense, the Contractor and each Subcontractor shall restore the work of other contractors or subcontractor damaged by its Work.
- C. All restoration Work shall be done to the satisfaction of the Commissioner, by competent workmen skilled in the trade required by such restoration. If, in the judgment of the Commissioner, workmen engaged in restoration Work are incompetent, they shall be replaced immediately by competent workmen, at no additional cost or expense to DCAS.

ARTICLE 14 – TEMPORARY HEATING & COOLING

- A. The Contractor shall be responsible for providing temporary heating and cooling as required by the specifications for such disciplines as concrete, brickwork, plastering, painting, floor tiles, etc. by applying methods in compliance with all applicable laws, rules, and regulations. The cost thereof shall be deemed included in the Contractor's bid price.
- B. The Contractor shall so coordinate its operations as to insure sufficient and timely performance of the Work under the Contract. The Contractor shall supply and pay for all water and electricity, required, and used in the building for the operation of the heating or cooling system for the purpose of temporary heating and cooling up to the time the project is completed and ready for occupancy, and the cost thereof shall be included in its bid price. During the period in which temporary heating or cooling in the enclosed building is being furnished and maintained by the Contractor, the Contractor, in order to provide proper ventilating and drying, shall open and close the windows and other openings as and when necessary for the proper execution of the work and also, as and when directed by the DCAS Project Manager, Architect of Record, or Engineer of Record. The Contractor shall maintain all permanent or temporary enclosures at its own expense.
- C. The Contract price shall be deemed to include the cost of all heating, cooling, fuel, electricity, maintenance, and labor required for the operation of a temporary heating or cooling system for the entire project premises or any or all portions thereof as are affected by the Work. Any and all references to the "enclosed building" in this Article shall relate solely to calculating the timeframe in which the Contractor must provide temporary heating or cooling to a previously unenclosed portion of the building, a newly constructed portion of the building and/or any and all portions of the entire building as are affected by the Work.
- D. REQUIRED TEMPERATURE - The Contractor shall maintain such temperature as the Commissioner deems necessary, in the Commissioner's sole discretion, but in no case shall the temperature within the building at any time fall below the minimum temperature allowed as per any and all applicable laws, rules, and regulations throughout the seasons when temporary heat is being supplied. Every precaution shall be taken to maintain a reasonably uniform temperature.
- E. Maintenance labor required for the operation of the temporary heating and cooling systems is understood to be labor performed by that minimum force required for the safe day to day operation of the system.
- F. The Contractor shall make provisions in its bid price to provide and maintain temporary heating and cooling for as many seasons as required by the period of performance given in Schedule "A". If temporary heating or cooling is not started or provided during the specified Contract period, the Contractor is required to start or continue to provide temporary heating or cooling for a similar period of time that was intended to be provided under the Contract at no extra cost to the City. Temporary heating and cooling shall be provided for the enclosed building up to the time as directed by the Commissioner.
- G. The building shall be considered enclosed when it has reached the stage when all exterior masonry has been erected, when the roof has been substantially completed, all exterior openings closed up either by permanently glazed windows and doors, or be adequate and approved temporary closings, as determined by the Commissioner.
- H. RADIATORS AND PIPING -The Contractor shall promptly furnish and set all equipment and all required convector and/or radiators, piping, valves, fittings, etc., in ample time for their use for temporary heat. The Contractor shall maintain the heating system in operating condition at all times during the temporary heating periods. The radiators shall be placed as directed, suitably supported and located,

including any necessary connecting and disconnecting, so as to permit of wall plastering, painting and other finish work. The installation of the heating system for temporary heat and the placing of radiators shall be so coordinated as to insure sufficient and timely performance of the work. The cost of any auxiliary temporary piping, plug or cross connections needed for the proper and efficient operation of the temporary heating system shall be included by the Contractor in its base bid.

- I. **USE OF PERMANENT EQUIPMENT** - Such portions of the permanent heating and cooling equipment as are used for furnishing temporary heat or cooling, either during the construction or prior to the taking over by the City of the complete heating or cooling system, shall be left in a perfect condition when turned over to the City for operation. Any repairs required other than for ordinary wear and tear on the equipment, shall be made at the Contractor's expense.
- J. **MAINTENANCE** - In the event that the temporary heating or cooling maintenance extends beyond Contract time, through no fault of the Contractor, the additional costs of maintaining such temporary heating or cooling shall be considered Extra Work and shall be paid in accordance with the Contract.
- K. The Contractor shall furnish temporary heating and cooling, by providing and maintaining any permanent or temporary electric connections to all pumps and other equipment specified to be connected as part of the work of its Contract. This shall be done promptly when required and by supplying and paying for all electric current required and used in the building for the operation of the heating and cooling system for temporary heating and cooling. The cost of such connections and current shall be included in its base bid.
- L. The Contractor shall furnish temporary heating and cooling by providing and maintaining promptly all required permanent or temporary plumbing connections to all equipment or outlets specified as part of the work of its Contract.
- M. Such portions of the permanent plumbing equipment which are furnished as are required for the furnishing of temporary heating and cooling, either during construction or prior to the taking over by the City of the complete plumbing system, shall be left in a perfect condition when turned over to the City for operation, and any repairs required other than for ordinary wear and tear on the equipment shall be made at the Contractor's expense.
- N. **PROTECTION OF WORK PRIOR TO TEMPORARY HEATING AND COOLING** - Before the period in which temporary heating and cooling is required to be furnished, the Contractor shall be responsible for and shall take all measures to protect its work from the harmful effects of low or high temperatures and to insure uninterrupted progress of its work.
- O. Prior to the temporary heating and cooling system being placed, the means or methods used by the Contractor, shall be such as (1) not to cause the deposition of dirt or smudge upon any finished work or any defacement or discoloration and (2) not be injurious or harmful to workmen or mechanics. The Contractor shall secure at least the temperature required in the sections of the Specifications for the various classes of work of the Contract.

ARTICLE 15 - SCAFFOLDING AND LADDERS

- A. The Contractor shall furnish and securely set scaffolding required for its Work and any cost or expense thereof shall be deemed included in the bid price.
- B. All Scaffolding shall be OSHA approved and made of good, sound materials, of adequate dimensions for its intended use and substantially braced and tied to ensure absolute safety for those required to use it and comply with all applicable laws and regulations.

ARTICLE 16 - HOISTS AND HOISTWAYS

- A. The Contractor shall provide adequate numbers of material hoists for the most expeditious performance of all parts of its Work, and all costs and expenses thereof shall be deemed included in the Lump Sum bid price.
- B. LOCATIONS - No hoists shall be constructed at such locations as will interfere with or affect the Work of this Contract, or the day to day operation and use of 1 Centre Street by its employees, representatives, contractors, and/or visitors of the general public. They may be located at the exterior sides of the structure or in the courtyard and extend upward adjacent to the line of window openings. They shall be located a sufficient distance from the exterior walls and be so protected as to prevent damage, staining or marring of any permanent work.
- C. ELEVATOR SHAFT - Wherever possible, certain of the permanent elevator shafts may be used as temporary hoistways, provided that such use meets with the approval of the Commissioner and entails no interference with the progress of the work of any Contractor, or daily access to and operation of the remainder of the building not included in the scope of this Contract.
- D. PROTECTION FOR INTERIOR HOISTS - All interior material hoistways shall be enclosed on each floor and shall be adequately protected with substantial guards. In no event shall the protection be less than that required by law.
- E. Refer to the Contract Documents for specific existing conditions that need to be assumed and adhered to.

ARTICLE 17 - CERTIFICATES OF APPROVAL

- A. The Contractor shall, at its sole cost and expense, obtain all final approvals, including all documents and certificates of completion, for the Work installed under the Contract in the form(s) required by all City Agencies having jurisdiction over the Work of the Contract.
- B. All such documents shall be forwarded to the Commissioner through the DCAS Project Manager before final acceptance of the Work of the Contract.
- C. Contractor to ensure all required inspections from the FDNY and any City Regulatory Agencies are arranged in advance in order not to delay the project. Project delays resulting from failure to establish timely inspections with City Regulatory Agencies will be the responsibility of the Contractor.

ARTICLE 18 - ACCEPTANCE TESTS

- A. **GOVERNMENTAL AGENCIES** - All equipment and appliances furnished, installations made and work performed under the Contract shall conform to the requirements of the Specifications and shall in no event be less than that necessary to comply with the minimum requirements of all governmental agencies having jurisdiction.
- B. **NOTICE OF TEST** - Whenever the Specifications and/or any governmental agency having jurisdiction requires an acceptance test, the Contractor shall give at least 24-hours advance written notice to all concerned parties, including the Consultant Architect and DCAS Project Manager, of the time and location of such tests.
- C. **ENERGY AND ETC. FOR TESTS** - The City will furnish energy, fuel, water, and light.
- D. The Contractor shall furnish all labor, materials and instruments necessary to conduct the acceptance tests, and all costs and expenses associated therewith shall be deemed to be included in the bid price.
- E. **CERTIFICATES** - The granting of Substantial Completion or Final Acceptance by the Commissioner, in her/his sole discretion, shall be contingent upon the Contractor delivering to the Commissioner all necessary certificates evidencing compliance in every respect with the requirements of the agencies having jurisdiction.
- F. If the results of tests and controlled inspections indicate that the materials or procedures do not meet the requirements as set forth on the drawings or in the Specifications or are otherwise unsatisfactory, the Contractor shall only proceed as directed by the DCAS Project Manager. Any and all costs resulting from retesting, replacing of materials and damage to the work of other trades, and any delay caused to the schedule, shall be borne by the Contractor, as shall any and all costs of complying with such requirements.

ARTICLE 19 - PROGRESS PHOTOGRAPHS

- A. The Contractor shall provide photographic documentation of all areas where Work is to be performed as further detailed in this Article 19. The Contractor shall take clear, in focus, photographs showing the progress of the Work to be included in the Contractor's Daily Reports, as described in Article 27. All photos shall be a minimum of 12 megapixels or 300 DPI (whichever is greater) and at least 3,000 pixels wide in the shortest dimension.
- B. These photographs shall show, as far as possible, the Work completed within and on the exterior of the structure. The first series of photographs shall be taken prior to the actual commencement of Work at the site. In addition, thereto, as part of the submission of a requisition for Substantial Completion and/or Final Acceptance, the Contractor shall submit photographs taken of unobstructed views of the completed Project, as directed by the Commissioner, after all scaffolding, hoists, shanties, field offices are removed, and photos at each stage of removal of temporary Work (and final cleaning). For demolition Work included in the Contract there shall be photographs taken on each floor before commencement of demolition operation, at mid-point of operations and at the completion of demolition operations. Photographs shall be included in Contractor's daily reports and submitted to the Commissioner.
- C. All required photographs shall be provided in a computer-readable digital format as determined by the Commissioner. Photo files shall not be copy righted. Photographs shall be taken as ordered by DCAS. Digital copies shall be furnished to DCAS free of charge.

ARTICLE 20 - JOB MEETINGS AND FIELD OFFICE

- A. At a minimum, weekly as directed by DCAS PM, Job Meetings shall be held as scheduled by the DCAS Project Manager, Consultant, and Contractor at the site or location designated by DCAS, at which time the Contractor and any subcontractor(s), materialmen, or vendors shall have their representatives present to discuss all details relative to the execution of the Work with DCAS and the Consultant for the purpose of coordinating, expediting and scheduling the Work of the Contract in accordance with the master coordinated Job Progress Chart. The cost of attendance by the Contractor and all subcontractors at any and all Job Meetings shall be deemed included in the bid price. Minutes of these meetings shall be recorded, typed, and electronically distributed by the Contractor to DCAS, all Consultants, subcontractors, and other relevant parties for review and approval.
- B. The Contractor shall provide ample tables and chairs to accommodate all present at the meetings, and table space for drawings.
- C. The Contractor shall preside over these meetings. Prior to each meeting the Contractor will consult with the Consultant and DCAS Project Manager and will prepare an agenda of items to be discussed. Electronic copies shall be furnished to all attendees prior to the meeting.
- D. The Contractor shall, starting within thirty (30) days of issuance of the Notice to Proceed up to and including the date of substantial completion of construction, furnish and install the following movable equipment and telephone service in the area(s) designated by DCAS as follows:
 - 1. The Contractor shall provide ample tables and chairs to accommodate all present at Job Meetings, and table space for drawings.
 - 2. One (1) stored pressure, ABC dry chemical fire extinguisher, Amerex #B456 or an approved equal, provided and installed with the wall mounted bracket.
 - 3. Two (2) vertical steel filing cabinets with locks, (2) keys/each, (4) drawer legal size, full ball bearing suspension, approximately 52"H x 28"D x 18"W, grey finish, Art Steel #2904L or an approved equal.
 - 4. Two (2) metal wastebaskets.
 - 5. One (1) Crystal Springs water cooler with bottled water, Model No. LP14058 or an approved equal to be furnished for the duration of the Project as required.
 - 6. The Contractor shall provide one (1) new desk top multifunction/all-in-one plain paper copy/FAX/printer for paper sizes 8-1/2 x 11 and 8-1/2 x 14. The multi-function machine ("MFM") shall be new, sealed in manufacturer's original packaging and covered by on-site service/manufacturer's warranty for the duration of this Project. The Contractor shall provide all paper, toner/ink and service for the machine until substantial completion.
 - 7. The Contractor shall provide a new telephone service line and one handset. Service includes voice mail and shall continue for a period of ninety (90) days following substantial completion. The Contractor shall pay all costs for telephone service for calls within the New York City limits for the duration of the Project.
 - 8. The Contractor shall provide a broadband connection via high-speed data line or cable modem and secure wireless router for the use by DCAS and its consultants.
 - 9. If DCAS LAN switch and/or VoIP is available in the building, the Contractor shall provide the necessary Cat 6 connections to the field office.

10. The Contractor shall provide two (2) new computer workstations for use by DCAS and its consultants. Upon receipt of notice from DCAS, Contractor shall deliver the computers to 1 Centre Street, 13th Floor, South, DCAS/IT, for verification that it meets the Specifications and DCAS IT Security standards. Computers shall remain with DCAS IT for two (2) days or until notified by DCAS of its approval. The Contractor then shall take the computers to the site and install them.

Make/Model	Dell OptiPlex 9060 or Approved Equal, x64-based PC
Operating System	Windows 10 Professional, 64bit, Service Pack 1
Processor	Intel® 9th or 10th generation Core(TM) i7 Logical Processor(s)
Chipset	Intel® Q87 Express Chipset
Memory (RAM)	Non-ECC dual-channel 1600MHz DDR3 SDRAM, 32GB
Networking	Integrated Intel® I217LM Ethernet LAN 10/100/1000
Hard Drive	1,000GB 3.5inch SSD (7200 RPM)
Graphics Card	AMD Radeon™ R7 250, 2GB, Half Height, (DP and DVI-I)
Optical Drive	8X DVD+/-RW Drive
Keyboard	US English (QWERTY) Dell KB212-B QuietKey USB Keyboard
Mouse	Dell MS111 USB Optical Mouse
I/O Ports	4 External USB 3.0 ports (2 front, 2 rear) and 6 External USB 2.0 ports (2 front, 4 rear, except USFF – 4 rear only); 1 RJ45; 1 Serial; 1 VGA; 2 DisplayPort
Monitors	20 inch (min) UltraSharp Digital Widescreen 1920x1080 (max) HD Flat Panel, Adjustable Stand
Warranty	3-year Next-Business Day Parts and Labor On Site Service (3-3-3) Warranty

11. The cost of items (1) through (10) in this Article are deemed included in the bid price.
12. Upon completion of the Contract Work, all equipment under this Article shall become the property of DCAS, unless otherwise specified by DCAS in its sole discretion, at no additional cost to DCAS. The Contractor shall be responsible for maintenance and final removal of the furniture and office equipment upon completion of the Project if directed by DCAS, in its sole discretion, at no additional cost to DCAS.

ARTICLE 21 – GUARANTEES AND WARRANTIES

- A. ADDITIONAL GUARANTEES - In addition to the guaranty of the Work as stipulated in the "Agreement", the Contractor hereby guarantees the portions of the Work indicated by the Specifications for the periods listed in the table below; said periods to run concurrently with the guarantee periods in the Agreement.

DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES GUARANTEE PERIOD REQUIREMENTS:

<u>Description</u>	<u>Years</u>
Resin Roofing (Contractor Guarantee)	Five (5) years
Joint Sealants (Manufacturer)	Twenty (20) years
Joint Sealants (Installer)	Five (5) years
Aluminum Windows	Ten (10) years
General Mechanical workmanship	One (1) year
Piping and Fittings	Twenty (20) years
Piping Hangers and Supports	Five (5) years
Fuel Oil Day Tanks	Twenty (20) years
Metal Framed Skylight 2605 Powder Coat Finish	Twenty (20) years
Fuel Oil Valves and Specialties	Five (5) years
Fuel Oil Pumps, Valves and Specialty Valves	Five (5) years
Fuel Oil Containment Piping	Ten (10) years
Fuel Oil Maintenance System	Five (5) years
Hydronic Specialties	Five (5) years
Insulation	Five (5) years
Duct Accessories	Five (5) years
Fans	Five (5) years
Packaged Water Chillers	Five (5) Years
Domestic Water Package Booster Pump (Valves)	Three (3) years
Domestic Water Package Booster Pump (Seat)	Lifetime
Air Conditioning Split Systems	Two (2) years
Compressors for Air Conditioning and Refrigeration	Five (5) years
Firestopping	Five (5) years
Motor Controls, Starters, VFD	Two (2) years
MI Cable	Five (5) years
Switchboard – Circuit Breaker	Ten (10) years
Panelboards	Five (5) years
Enclosed Switches	Five (5) years
Enclosed Transfer Switches	Five (5) years
Engine Generators	Five (5) years
Sheet Metal Work	Ten (10) years
Sprayed Fire-Resistive Materials	Three (3) years

In-tumescent Fireproofing	Two (2) years
Wood Doors	Life of Installation
Glass Doors	Two (2) years
Glazed Fire Rated Door and Framing System	Five (5) years
Door Hardware	One (1) year
Coated Glass	Five (5) years
Insulating Glass	Ten (10) years
Laminated Glass Five	(5) years
Sheet Metal Work	Ten (10) years
Resilient Tile Flooring	Five (5) years
Portland Cement Terrazzo	Three (3) years
Carpet Tile	Two (2) years
Interior Stone Cladding	Five (5) years
Toilet Partitions	Ten (10) years
Demountable Partition	Two (2) years
Operable Partition	Two (2) years
Window Shades	Twenty Five (25) years

- B. The Contractor shall furnish surety company payment and performance bonds when required by the Contract, in such penal amounts and form as are indicated in the Contract documents.
- C. The Contractor shall furnish written guarantees for such Work as required by the Specifications and shall utilize the sample Guarantee form on the next page.
- D. ADDITIONAL WARRANTIES – In addition to Manufacturers' warranties of the Work as stipulated in the "Agreement", the Contractor shall provide Manufacturers' warranties for the portions of the Work indicated by the Specifications for the periods listed in the table below:

DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES WARRANTY PERIOD
REQUIREMENTS:

<u>Description</u>	<u>Years</u>
Resin Roofing (Manufacturer Installation Warranty)	Ten (10) years
Resin Roofing (Manufacturer Materials Only Warranty)	Twenty (20) years

GUARANTEE

PROJECT _____

CONTRACT No. _____

SPECIFICATION SECTION No. and TITLE _____

GUARANTEE TO BE IN EFFECT FROM _____

TO

The Contractor hereby guarantees that the work specified under the above section of the aforesaid Contract will be free from defects of material and/or workmanship, for the period(s) indicated above.

The Contractor also guarantees that it will promptly repair, restore, rebuild or replace whichever may be deemed necessary by the City, any or all defective material or workmanship of the aforementioned section, that may appear within the guarantee period and any finished work to which damage may occur because of such defects, to the satisfaction of the City and without any cost or expense to the City.

The Contractor hereby agrees to pay to the City the cost of the repairs or replacements should the City make the same because of the failure of the Contractor to do so.

Contractor

By

Subscribed and sworn to before me this
day of _____, 20____

Notary Public

ARTICLE 22 - REMOVAL OF RUBBISH AND SURPLUS MATERIALS

- A. Rubbish shall not be thrown from the windows or other parts of the building. All rubbish, dirt and other dust-producing material shall be wetted down from time to time.
- B. The Contractor shall sweep up and deposit, at a location designated on each floor by the Resident Engineer, all rubbish, debris and waste materials, as it accumulates on a daily basis, and as otherwise directed by the DCAS Project Manager, at no additional cost to DCAS. Material packaging shall be broken up, neatly bundled, tied and stacked ready for removal.
- C. The Contractor shall be responsible for the removal of all rubbish, etc., from the site of Project at least three (3) times a week. The Contractor shall remove from the designated locations all piles of rubbish, debris, waste material and material packaging as they accumulate and when directed by the DCAS Project Manager, and shall cart them away from the site of the Project. It shall employ and keep engaged for this purpose an adequate force of laborers.
- D. Food waste shall be removed daily and stored in rodent resistant trash containers.
- E. The Commissioner reserves the right to use the agency's own forces to remove the Contractor's rubbish, etc. if the Commissioner determines, in her/his sole discretion, that the Contractor is failing to promptly remove the rubbish, is delaying the progress of the Project, or interfering with building operations, or for such other reason as the Commissioner deems appropriate.
- F. In the event DCAS uses its own forces to remove the Contractor's rubbish, etc., any cost or expense including, without limitation, personnel costs incurred by DCAS for such removal, shall be deducted from the Contractor's next requisition. If DCAS determines, in its sole discretion, to use its own forces for this purpose, DCAS shall provide the Contractor with twenty-four (24) hours' notice, in order to afford the Contractor an opportunity to comply with the requirements of this section.
- G. The Contractor shall remove from the site all surplus materials when there is no further use for same.
- H. At the conclusion of the Work, all materials belonging to the Contractor including, but not limited to, erection plant(s), tools, and temporary structures shall be promptly taken away.
- I. Upon completion of the Work, the Contractor shall thoroughly clean and leave the Work area in a condition satisfactory to DCAS, in its sole discretion.
 - 1. Cleaning shall include, without limitation:
 - a. Proper disposal of all food waste;
 - b. Removal of all rubbish cans and all other debris resulting from the Contractor of its subcontractor's Work; and
 - c. Removal of all accumulated dust on vertical and horizontal surfaces by vacuum cleaning, followed by wet mopping of the floor.

ARTICLE 23 – PROTECTION OF WORK AND PROPERTY

- A. All Contractors shall be under an absolute obligation to safeguard and protect their own work, materials, tools and equipment and the repair or replacement of such items due to damage or theft or any other reason shall be at the Contractor's sole cost and expense.
- B. The provision by DCAS of security guards in the building where a Work Order is being performed shall not diminish in any way the responsibility of the Contractor to protect its own work, materials, tools, equipment, or for any of the other risks and obligations outlined in this Agreement.
- C. All Contractors shall be under an absolute obligation to safeguard and protect all existing building elements, furniture, equipment, and finishes and the repair or replacement of such items due to damage or theft or any other reason shall be at the Contractor's sole cost and expense.
- D. The Contractor shall provide fire watch services in accordance with the Technical Specifications or as otherwise directed by DCAS, in its sole discretion.

ARTICLE 24 - FINAL CLEANING

- A. When directed by the Commissioner and before the issuance of Substantial Completion or Final Acceptance or any other payment to the Contractor, the entire work area shall be cleared of all rubbish and thoroughly cleaned by the Contractor. This requirement shall be deemed to mean that all floors shall be scrubbed, washed or mopped as may be required, and that all ceilings, all wall surfaces, etc., and all other Work and finish installed by the Contractor shall be thoroughly cleaned of all dirt, dust and paint spots.
- B. The Contractor shall thoroughly clean all equipment and materials furnished and installed and shall deliver over such materials and equipment undamaged in a bright, clean, and new appearing condition at time of Substantial Completion or Final Acceptance.
- C. Construction Site to be broom swept at the end of each work day.

ARTICLE 25 - INSPECTIONS BY OTHER CITY AGENCIES

- A. Prior to Substantial Completion of this Project, the Contractor, will file with the DOB, an application for a Certificate of Occupancy for the structure and/or applications for any other approval(s) necessary to complete the Project or Contract (collectively referred to as "Applications").
- B. The Contractor shall also submit applications for all other approval(s) necessary to complete the Project (collectively referred to as "Applications").
- C. Prior to Final Acceptance, the Contractor will be required to arrange for all final inspections by the inspectional staff of the DOB or other City Agencies having jurisdiction over such Applications, and secure all reports, certificates etc. by such inspection staff or other City Agencies, in order that the Certificate of Occupancy or other required approvals can be issued without delay.

ARTICLE 26 – CLOSEOUT REQUIREMENTS

A. System Startup

1. General Contractor (G.C.) shall coordinate schedule for start-up of various equipment and systems.
2. G.C. shall notify Architect and Commissioner five (5) business days prior to start-up of each item.
3. G.C. shall verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
4. G.C. shall verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
5. G.C. shall verify that wiring and support components for equipment are complete and tested.
6. G.C. shall execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
7. G.C. shall submit a written report to the Commissioner that equipment or system has been properly installed and is functioning correctly.

B. Demonstration and Instruction

1. G.C. shall demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
2. For equipment or systems requiring seasonal operation, G.C. shall perform demonstration for other season within six months.
3. G.C. shall provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction to Commissioner's representatives or personnel.

C. Adjusting

1. G.C. shall adjust operating products and equipment to ensure smooth and unhindered operation.
2. Testing, adjusting, and balancing HVAC systems: See Section 23 05 93 - Testing, Adjusting, and Balancing for HVAC.

D. Substantial Completion

1. Substantial Completion definitions and requirements used in the City of New York Standard Construction Contract shall be deemed to be incorporated into these General Conditions. Refer to the City of New York Standard Construction Contract for all applicable requirements in addition to the following.
2. The Work shall be deemed "Substantially Complete" and "Substantial Completion" shall be deemed to have occurred upon all of the following conditions:

- a. A joint walk-through of the Project Site (the "Walk-Through") by DCAS, the Architect of Record, the Engineer of Record, and the General Contractor,
 - b. Upon written notice from the Contractor to the Architect and the Commissioner of the completion of the Work and when all other requirements are satisfied, the Architect and Commissioner shall determine if the project is Substantially Complete.
 - c. Written certification by the Commissioner of Substantial Completion of the Work, which is defined as the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Commissioner can occupy or utilize the Work for its intended use, i.e., excepting minor details of construction or decoration which do not adversely affect the Commissioner's ability to use the space.
 - d. Submission to the Commissioner by the Contractor of all required Closeout Documents as defined in this Section.
3. If the Project is Substantially Complete at the time of the Walkthrough and the Submission of required Closeout Documents has been approved, the Commissioner will prepare a Certificate of Substantial Completion Document with an attached list of incomplete or non-conforming items supplied by the Architect and establish the number of calendar days that all Work is to be completed – referred to as the Final Approved Punch List.
 4. If it determined by the Commissioner that the Project is not substantially complete, the Architect shall notify the Contractor, and the Contractor shall continue until the project is complete and continue correcting incomplete and nonconforming Punchlist items. The Contractor shall notify the Architect and Commissioner for re-inspection when the project is Substantially Complete and schedule a re-inspection. This sequence will continue until the Project can be turned over to the Commissioner for its intended use as defined above and as determined by Commissioner and Architect.
 5. Prior to the Contractors request of a joint Walkthrough, the Closeout Documents shall be submitted for review and receive approval from the Architect and Commissioner. Note: Substantial completion shall not be established until all Closeout Documents have been submitted, checked, and approved by the Architect and Commissioner.

E. Closeout Procedures

1. Punch List and Final Acceptance definitions and procedures used in the City of New York Standard Construction Contract shall be deemed to be incorporated into these General Conditions. Refer to the City of New York Standard Construction Contract for all applicable requirements in addition to the following.
2. G.C. shall submit written certification containing the Final Approved Punchlist, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Commissioner's Final inspection.
 - a. Contractor shall verify completion of all items on the Final Approved Punch List, including mechanical and electrical items. Upon completion and verification, Contractor shall notify the Architect and Commissioner in writing that all of the Punch List items are complete, and the Project is ready for Inspection by the Commissioner for Final Acceptance.
3. Upon written notice from Contractor to the Architect and Commissioner of completion of all Punch List items, the Architect and Commissioner shall visit the site to verify that the Project is ready for Final Acceptance.

4. If it is determined that the Project is not ready for inspection for Final Acceptance of the Work, the Architect will notify the Contractor to review the Project and Contract Documents, as well as the Final Approved Punchlist, and continue to correct and/or complete all non-conforming and incomplete work. This sequence will continue until the Project is ready for Final Inspection and Acceptance by the Commissioner.

F. Closeout Documents

1. Documents for Closeout are to be submitted by the Contractor to the Architect and Commissioner, and shall be but are not limited to, the following:
 - a. All applicable Buildings Department and Fire Department inspection sign-offs (including, but not limited to, Buildings Department Post Permit TR-1, Equipment Use Permits/ Certificate of Compliance, electrical and plumbing sign-offs, Fire Department inspections and sign-offs, (collectively, "Required Sign-Offs")
 - b. New or amended Certificate(s) of Occupancy permitting the uses of the space for the intended purpose.
 - c. A certified air balancing report approved by the Engineer of Record as being in conformance with the Construction Documents.
 - d. Any other documents required by all Local State, Federal Governmental Authorities having jurisdiction.
 - e. Copies of all required Test Reports.
 - f. Certification that all Work by the General and all Subcontractors has been inspected for compliance with Contract Documents and all General, Mechanical, Electrical Punch List items are complete.
 - g. Contractor's and Subcontractor's required guarantees against all defects in materials and workmanship.
 - h. Copies of all individual guarantees, warranties and certificates required by the Specifications.
 - i. As-Built / Record Drawings and all related requirements as defined in General Conditions Article 4.
 - j. Additional Documents as may be specified within Contract Documents.
 - k. Invoices for all items for which allowances are specified.
 - l. Contractor Payment of Debts and Claims. General Contractor, each Subcontractor, and Supplier.
 - m. Contractor's Affidavit and Release of Liens. General Contractor, each Subcontractor, and Supplier.
 - n. Consent of Surety for Release of Final Payment to Contractor.

ARTICLE 27 - CONTRACTOR'S DAILY REPORTS

- A. As soon as the Contractor has started Work on the Project, it shall submit to the DCAS Project Manager written daily reports, with photographs, documenting the Work performed the previous day by any of its employees, including the employees of its subcontractors.
- B. The reports shall be prepared by the Contractor's Superintendent and shall bear his signature. Each report shall contain the following information:
 - 1. The type of materials and/or major equipment being installed by the Contractor and the total number of employees working in each category on that particular day.
 - 2. The names of the subcontractors working and the type of materials and/or major equipment being installed by each, together with the total number of employees working for each subcontractor on that particular day.
 - 3. The major construction equipment being used by the Contractor and/or subcontractor.

ARTICLE 28 - ALTERNATE OR SUBSTITUTE EQUIPMENT

- A. In general, the Drawings and Specifications may show and describe arrangements suitable for the specific items of equipment either named or described. In the event that a Contractor submits for approval, and receives such approval, of a device or piece of equipment which requires connections (vacuum, gas, steam, water, air, electric, etc.) or arrangements of these services, differing from those indicated or described in the Contract documents, it shall be incumbent upon the Contractor submitting the alternate or substitute equipment to give immediate notice to the subcontractor(s), materialmen, and/or vendors involved so that they may make suitable alterations in the Work to accommodate the substitute or alternate equipment. The Contractor making the substitution shall be responsible for any and all additional costs incurred by virtue of the substitution of equipment for the equipment named or described in the Contract Documents.

ARTICLE 29 – SLEEVE AND PENETRATION DRAWINGS

- A. As soon as practicable after the commencement of Work, and when the order in which concrete for the first slabs, walls, etc. is to be poured is apparent, the Contractor shall submit to DCAS or the Consultant, as determined by DCAS in its sole discretion, a sketch indicating the location and size of all penetrations for sleeves, conduit, ducts, etc., which will be required to accommodate the Work, so that they may determine whether such penetrations will materially weaken the building structure. If the sketch is approved, it will be stamped and returned to the Contractor, otherwise comments will be transmitted to the Contractor. The Contractor shall continue to submit sketches as the pouring schedule and concrete Work progresses; the Contractor shall not predicate its layout Work on those sketches until approval thereof.

ARTICLE 30 - LOCATION OF PARTITIONS

- A. Within three (3) weeks after substrates have been properly prepared on each floor level, the Contractor shall locate all of the partitions on the floor slabs (including the door openings) in a manner approved by the DCAS Project Manager.

ARTICLE 31 - FURNITURE AND EQUIPMENT

- A. The Contractor is responsible for moving all loose furniture and/or equipment in all areas, when such furniture and/or equipment shall interfere with the proper performance of its Work.
- B. All such furniture and/or equipment must be adequately protected from damage and returned to their original locations when directed to do so by the DCAS Project Manager.

ARTICLE 32 – SHIFT WORK AND OVERTIME WORK

- A. This Project shall require continuous shift work. The costs associated therewith shall be included in the bid price.
 - 1. The PLA Agreement applies.
 - 2. The Contractor shall have as many shifts during weekdays and weekends as may be required to complete the Work within the Contract terms during the Project.
 - 3. Regular Business hours at 1 Centre Street are Monday through Friday, 8:30 AM to 4:30 PM.
- B. THE COMMISSIONER RESERVES THE RIGHT TO ORDER AND PAY OVERTIME WORK, UNDER THE FOLLOWING CONDITIONS:
 - 1. The Commissioner may order overtime work when, in her/his sole discretion, delay occurs and such delay is not the fault of the Contractor; or
 - 2. When work is of such an important nature that the Commissioner, in her/his sole discretion, determines that delays in completing such work would result in serious disadvantage to the public or necessary governmental operations.
- C. ORDER FOR OVERTIME WORK - When overtime work is ordered by the Commissioner (beyond the hours specified in Article 32(A)), such "Order" will be issued in writing and signed by the Commissioner or her/his designated representative.
- D. CONTRACTOR'S PROCEDURE PRIOR TO COMMENCING WORK
 - 1. Make immediate application to Industrial Commissioner of Department of Labor, State of New York, for dispensation in accordance with Subdivision 2 of Section 220 of the Labor Law.
 - 2. Upon receipt of such dispensation, proceed expeditiously with ordered overtime work.

ARTICLE 33 - COMPLIANCE WITH OSHA AND OTHER SAFETY REGULATIONS

These Contract Documents and the Work hereby contemplated shall be governed, at all times, by the following Federal Laws:

- A. William-Steinger Occupational Safety and Health Act of 1970, Public Law 91-596;
- B. Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;
- C. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

These Contract documents and the Work hereby contemplated shall also be governed at all times by any and all other applicable federal, State and/or City laws, rules and regulations.

ARTICLE 34 - TEMPORARY SERVICES

- A. ELECTRICITY for temporary light and the operation of small tools, is available in the area of this Project, and will be furnished to the Contractor without cost.
- B. TOILET FACILITIES - The Contractor shall arrange with the Commissioner for the temporary use of certain toilets or washrooms within the building for the use of all employees during the execution of the Work.
- C. The Contractor shall maintain all toilet facilities utilized by its employees in a clean and sanitary manner and make all necessary repairs due to misuse.
- D. NUISANCES - No Contractor shall cause any sanitary nuisances to be committed by its employees in or about the Work. The Contractor shall enforce all sanitary regulations of the City and State Health Authorities.
- E. Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather tight enclosure for building exterior.
- F. Should any other temporary services, including heating and cooling, not specified in this Contract be required as a result of the Contractor's coordination or failure thereof, the Contractor shall be solely responsible for the costs and expenses associated therewith, these services shall be provided by the Contractor at no additional cost to the City.
- G. When failure to comply with the terms and conditions of this Contract necessitates any temporary services and results in timelines for completion of the work being extended, including extensions beyond the date set for completion of the Contract, the Contractor requiring such additional services shall bear the sole cost and expense for such services.

ARTICLE 35 - TEMPORARY USE, OPERATION & MAINTENANCE OF ELEVATORS DURING CONSTRUCTION IN EXISTING BUILDINGS

- A. The Contractor may use, at the Commissioner's sole discretion, one (1) selected elevator in the building for temporary operation by the Contractor for the transportation of employees of all contractors and representatives of the Department of Citywide Administrative Services (DCAS) and other Governmental Agencies having jurisdiction over work at the Building. It shall maintain for such elevators, all necessary hoisting ropes, governor cables, traveling conductor cables, operating devices, hand reset target annunciators, signal devices, and all other permanent or temporary parts required by the municipal, insurance and other authorities for elevators in temporary use. Contractor is to provide temporary removable protection for the interior of the elevator while in utilization.
- B. During the period of temporary operation, the Contractor shall assume full responsibility for injury to persons or damage or destruction to property, including the elevator equipment and cab interior, shall employ and pay wages both regular and overtime when necessary of all operators and maintenance men, pay the cost for lubricants and parts for maintaining the temporary elevators in clean proper operating condition in pits, shaft-way and machine rooms including the cost of making any replacements required during such temporary operation.
- C. The Contractor shall keep the temporary elevator activated from a period of time fifteen (15) minutes before the established starting time in the morning to fifteen (15) minutes after the established quitting time in the evening. This applies to every day in the week which is established as a regular working day for the aforementioned trades.
- D. The Contractor shall replace with new, any of the equipment or parts of the elevator, for temporary operation that were damaged, destroyed, or that indicate excessive wear or corrosion excepting the replacement of hoisting ropes. All shaft-ways, pits, motor rooms and sheave spaces used for temporary operation of elevators shall be thoroughly cleaned down. Where lubricated rails are used, they shall be washed down, if roller guides are used, all rust, dirt, etc., must be removed from the rails. The full cost of parts replacement, cleaning, etc., shall be borne by the Contractor except for the replacement of hoisting ropes.
- E. The elevator for temporary operations shall not be used during its operation for hoisting of materials or removal of rubbish, but shall be limited only to the transportation of employees of all contractors and the representatives of City Departments and other Governmental Agencies having jurisdiction of work at the building. However, the Commissioner may grant special permission at specified times to the contractor and any subcontractor(s) to hoist materials which in the Commissioner's opinion will not overload or damage the elevator installation. The Contractor shall be responsible for any damage to the elevator during the entire period of such use. The Contractor shall give notification in writing to the Commissioner of any alleged damage to the elevator installation within 24 hours after the elevator has been employed for the hoisting of materials.
- F. The Contractor shall pay all costs for the operation and maintenance of the elevator for temporary operation. All costs in connection with the elevator and equipment shall be included in its lump sum bid.
- G. OVERTIME USE - Whenever the Contractor and any subcontractor(s) work before or after the regular work hours as indicated in paragraph (C) above, or on a Saturday, Sunday or Holiday, the Contractor shall pay for the operation and maintenance of the elevator, at the union daily

rates but increased to reflect the difference between regular wage rates and overtime wage rates. The City will not pay any contractor for such overtime use of the elevator.

ARTICLE 36 – INTENTIONALLY OMITTED

ARTICLE 37 - GENERAL MECHANICAL REQUIREMENTS

THIS ARTICLE SETS FORTH THE GENERAL MECHANICAL INFORMATION AND ROUTINES REQUIRED FOR MECHANICAL WORK UNDER THIS PROJECT. ANY MECHANICAL ITEM SPECIFIED IN THE CONTRACT, OR DESCRIBED OR SHOWN IN ANY DETAIL ON THE DRAWINGS, WHICH IS MORE STRINGENT THAN THESE GENERAL MECHANICAL REQUIREMENTS, OR DEVIATES FROM THE ROUTINES DESCRIBED HEREIN, SHALL GOVERN.

ALL REFERENCES TO ANOTHER CONTRACT OR CONTRACTOR IN THESE GENERAL MECHANICAL REQUIREMENTS SHALL BE INTERPRETED TO BE THE RESPONSIBILITY OF THE CONTRACTOR.

- A. The General Mechanical Requirements contained in these General Conditions shall be followed by the Contractor.
- B. "Concealed" piping and ducts shall mean piping and ducts hidden from sight in masonry or other construction, in floor fill, trenches, partitions, hung ceilings, furred spaces, pipe shafts and in service tunnels not used for passage. Where piping and ducts run in areas which have hung ceilings, such piping and ducts shall be installed in the hung ceilings.
- C. THE CONTRACT DRAWINGS are in part diagrammatic and show the general arrangement of the equipment, ducts and piping included in the Contract and the approximate size and location of the equipment. The Contractor shall follow these drawings in laying out the Work and shall consult the drawings to familiarize himself with all conditions affecting it and to verify the spaces in which it will be installed. The Contractor shall cooperate with the Public Utilities doing certain necessary Work for this Project. The attention of the Contractor is called to the Drawings of the Work for the location, arrangement and extent of plumbing and other fixtures and equipment. All Work shall be installed in locations as shown on these drawings.
- D. CERTIFICATES, PERMITS - No demolition or installation Work shall be performed without the Contractor first obtaining a Work Permit from the DOB. Work shall not be considered substantially complete without the Contractor having first obtained the applicable Equipment Use Permit from the DOB. On completion of the Work the Contractor shall obtain certificates of approval, acceptance and proof(s) of compliance with all laws from all Authorities having jurisdiction over the Work and shall deliver all documents to the Commissioner. The Work shall not be deemed complete until all documents including, but not limited to, certificates and permits have been delivered.
- E. SUBMITTALS - Contractors performing mechanical Work shall submit, as directed by DCAS in its sole discretion, Shop Drawings, roughing drawings, manufacturer's Shop Drawings, field drawings, cuts, bulletins, etc., of all materials, equipment, installation and startup instructions, operation and maintenance and system manuals, training plan and materials. The equipment submittal shall include, but not be limited to, part-load performance data and curves.
 - 1. Drawings shall be submitted for approval within sixty (60) days after the issuance of the Notice to Proceed, or at least thirty (30) days prior to the date of the manufacture of the materials for the installation of the Work involved.
- F. ACCESSIBILITY, SERVICEABILITY, SAFETY - All Work shall be installed by the Contractor so as to readily be accessible for inspection, operation, maintenance and repair. Minor deviations from the arrangement indicated on the Contract Drawings may be made to accomplish this, but

they shall not be made without prior written approval by the Consultant and the Commissioner. Gages, sensors, and controls in ductwork and piping shall be properly located to provide accurate response to actual fluid conditions as well as visible and accessible to operations staff. The Contractor shall comply with all fall protection provisions and other safety requirements required by OSHA and all other relevant authorities having jurisdiction over such matters.

- G. CHANGES IN PIPING, DUCTS, AND EQUIPMENT - Wherever field conditions are such that for proper execution of the Work reasonable changes in location of piping, ducts and equipment are necessary and required, the Contractor shall make such changes as directed and approved, without extra cost to the City.
- H. CLEANING OF PIPING, DUCTS, AND EQUIPMENT – The Contractor shall thoroughly clean all piping, ducts and equipment of all dirt, cuttings and other foreign substances. Should any pipe, duct or other part of the several systems be stopped by any foreign matter, the Contractor will be required to pay for disconnecting, cleaning and reconnecting wherever necessary for the purpose of locating and removing obstructions. The Contractor shall pay for repairs to other work damaged in the course of removing obstructions. All costs associated with this Work shall be deemed to be included in the bid price.
- I. SIMILAR EQUIPMENT - Unless otherwise particularly specified, all equipment of the same kind, type or classification, and used for identical purposes, shall be the product of one manufacturer.
- J. MACHINERY PARTS shall conform exactly to the dimensions shown on the drawings. The equivalent parts of identical machines shall be identical so that they can be interchangeable.
- K. All grease lubricating fittings on equipment shall be of a uniform type and shall be readily accessible, and types proposed to be used shall be submitted for approval.
- L. GUARDS - All machinery shall be designed with protecting guards conforming with the requirements of the Industrial Code of the New York State Department of Labor.
- M. LIMIT SWITCHES - Unless otherwise specified, limit switches and other mechanically actuated switches shall be enclosed in tight metal boxes, and be installed in the proper locations ready for conduit connections. Switches shall be complete with all supports, stops, cams, arms, tripping and operating members, which shall be adjustable where required for proper functioning.
- N. EQUIPMENT DESIGN - Equipment and appurtenances shall be designed in conformity with all relevant applicable standards including, but not limited to ASME, ASHRAE, ARI, AMCA, IBR, CTI, NFPA, PDI, UL, SMACNA, and shall be of rugged construction and of sufficient strength to withstand all stresses which may occur during fabrication, testing, transportation, installation, and all conditions of operations. Adequate stays, braces and anchors shall be provided. All bearings and moving parts shall be adequately protected against wear by bushings, or other approved means, and shall be fully lubricated by readily accessible devices. Details shall be designed for appearance as well as utility. Protruding members, joints, corners, gear covers and the like shall be finished in appearance. All exposed welds shall be ground smooth and the corners of structural shapes shall be mitered.
- O. SUPPORTING STRUCTURES - Unless otherwise specified, where supporting structures for equipment are to be furnished by the Contractor, the Contractor shall build them of sufficient strength to safely withstand all stresses to which they may be subjected, within permissible deflections, and shall meet the following standards:

1. Structural Steel - ASTM Standard Specifications, AISC and NYBC.
 2. Concrete for supports for equipment shall conform to the Specifications for concrete herein, but in no case shall be less than the requirements of the NYBC for average concrete.
 3. Steel reinforcement for concrete shall be of intermediate grade and shall meet the requirements of the Standard Specifications for Billet Steel-Concrete Reinforcement Bars, ASTM.
- P. ENGINEER'S ASSUMED DESIGN DATA - All structural steel, concrete and reinforcement indicated or specified to support the equipment or appurtenances and the area immediately adjacent thereto have been designed from data based on assumed average anticipated clearances and loading. The final structural design in these locations will be based on definite data received from the Contractor after the Consultant and the Commissioner approves the equipment and appurtenances to be installed. The Consultant and the Commissioner will then redesign, if necessary, the supporting structure to properly support and maintain the approved equipment and appurtenances. Necessary major changes in design will be covered by Supplementary Drawings which will be furnished to the Contractor. All changes indicated or necessary to accommodate the equipment and appurtenances, shall be incorporated into the Working Drawings submitted for approval, and the cost of furnishing and installing the work necessitated by these changes shall be borne by the Contractor furnishing the equipment.
- Q. INSTALLATION OF EQUIPMENT - Equipment shall be erected in a neat and workmanlike manner on the foundations, at the locations and elevations shown on the Contract Drawings and as may otherwise be required by DCAS, in its sole discretion. All equipment shall be correctly aligned, leveled and adjusted for satisfactory operation and shall be installed so that proper and necessary connections can be made readily between various units and with piping and equipment that may be installed under other contracts. When required by the Specifications, the Contractor shall obtain the assistance of a competent and experienced Engineer or Superintendent, in the employ of the manufacturer, to install the equipment.
- R. ELIMINATION OF NOISE - All Work provided under the Contract shall operate without objectionable noise or vibration.
1. Should operation of any one or more of the several systems produce noise or vibration which the Commissioner, in her/his sole discretion, determines to be objectionable, the Contractor shall at its own expense make changes in piping, equipment, etc. and perform all work necessary to eliminate the objectionable noise and vibration.
 2. Should noise or vibration found objectionable by the Commissioner be transmitted by any pipe or portions of the structure from equipment installed under the Contract, the Contractor shall at its own expense install such insulators and make such changes in or additions to the installations as may be necessary to prevent transmission of the noise and vibration.
- S. GROUTING - The Contractor shall furnish all material and labor for proper bedding on Portland Cement grout, the equipment or its supporting base. Grout shall consist of one (1) part Portland Cement and one (1) part of approved sand. The top of masonry foundation shall be properly cleaned and wetted before grouting. Grout shall completely fill all spaces between the equipment, or base, and the foundation, and it shall generally average one inch (1") in

thickness. Leveling wedges shall not be removed before the grout has reached its final set. Voids left by wedges shall be pointed with grout. Exposed surface of the grout shall have a finished appearance.

- T. PRELIMINARY FIELD TEST - As soon as conditions permit, the Contractor shall furnish all necessary labor and materials for, and shall make preliminary field tests of the equipment to ascertain, compliance with the requirements of the Contract. If the preliminary field tests disclose equipment which does not comply with the Contract, the Contractor shall, prior to the acceptance test, make all changes, adjustments and replacements required for full compliance therewith, at no additional cost to DCAS.
- U. COMMISSIONING TESTS – See Article 45 COMMISSIONING for all requirements.
- V. INSTRUCTIONS ON OPERATION - At the time the equipment is placed in permanent operation by the City, the Contractor shall make all adjustments and tests required by the Commissioner to prove that such equipment is in proper and satisfactory operating condition. The Contractor shall instruct the City's operating personnel on the proper maintenance and operation of the equipment for the period of time in accordance with the Specifications.

ARTICLE 38 - GENERAL ELECTRICAL REQUIREMENTS

THIS ARTICLE SETS FORTH THE GENERAL ELECTRICAL INFORMATION AND ROUTINES REQUIRED FOR ELECTRICAL WORK UNDER THIS PROJECT. ANY ELECTRICAL ITEM SPECIFIED IN THE CONTRACT, OR DESCRIBED OR SHOWN IN ANY DETAIL ON THE DRAWINGS, WHICH IS MORE STRINGENT THAN THESE GENERAL ELECTRICAL REQUIREMENTS, OR DEVIATES FROM THE ROUTINES DESCRIBED HEREIN, SHALL GOVERN.

ALL REFERENCES TO ANOTHER CONTRACT OR CONTRACTOR IN THESE GENERAL ELECTRICAL REQUIREMENTS SHALL BE INTERPRETED TO BE THE RESPONSIBILITY OF THE CONTRACTOR.

1.1 PROCEDURE-ELECTRICAL APPROVALS

SCOPE- This Section sets forth the general electrical information and the special routines for the approvals of electrical Work under the Contract.

- A. **ELECTRIC SERVICE** - All electric service supply is subject to commercial and operating variation of the utility company. The Contractor shall make proper provision to have all apparatus operate normally under these conditions.
- B. **SUPERVISION AND ACCEPTANCE** - All electrical Work and equipment shall be installed under the supervision of the Resident Engineer. Final acceptance and approval of the Work will be contingent upon the inspection and test of the installation by the City, on completion of the Project.
- C. **TESTS** - The Contractor shall notify the Commissioner when it will examine and commence work and shall also notify the Commissioner when it has completed the Work and is ready to have it inspected and tested. Upon completion of the Work and prior to final payment, tests shall be made as required by the Commissioner of all electrical materials, electrical and associated mechanical equipment, and of appliances installed hereunder. The Contractor shall furnish all labor and material for such tests. Should the tests show that any of the material, appliances and/or workmanship are not first class and/or are not in compliance with the Contract, the Contractor shall, upon written notice from the Commissioner, remove and promptly replace them with other materials in conformity with the Contract.
- D. **DOB CERTIFICATE OF ELECTRICAL INSPECTION** - The Contractor shall submit to DCAS a Certificate of Electrical Inspection, certifying that all electrical Work performed under the Contract complies with the electrical code technical standards adopted pursuant to New York City Administrative Code section 27-3024. Pursuant to Article 45 of the standard construction contract, final payment shall not be made unless the Contractor provides the Certificate of Electrical Inspection.
- E. **RESPONSIBILITY FOR CARE AND PROTECTION OF EQUIPMENT**
 - 1. The Contractor furnishing any equipment shall be responsible for the equipment until it has been finally inspected, tested and accepted, in accordance with the requirements of the Contract.
 - 2. After delivery and before and after installation of any equipment, the Contractor shall protect the equipment against theft, injury or damage from all causes. The Contractor shall carefully store all equipment received for Work which is not immediately installed. If any

apparatus has been subject to possible injury by water, it shall be thoroughly dried out and put through a special dielectric test, as directed by DCAS in its sole discretion, at the sole cost and expense of the Contractor or replaced by the Contractor at no additional cost to the City.

- F. **UNIFORMITY OF EQUIPMENT** – Where any two (2) or more pieces of apparatus or materials of the same kind, type or classification are being used for identical types of service, the Contractor shall ensure that all such pieces of apparatus or materials shall be made by the same manufacturer.
- G. **CONTROVERSY** - Should there be any controversy or difference of opinion as to the meaning of either the Drawings or Specifications for any electrical installations, the same shall be referred to the Commissioner, who shall give her/his decision. This decision shall be final and accepted as such by the Contractor.
- H. **CONTRACTOR'S ELECTRICAL DRAWINGS AND SAMPLES FOR APPROVAL**
 - 1. The Contractor shall submit to the Commissioner for approval complete dimensional drawings of all equipment, wiring diagrams, motor test data, details of control, and installation layouts, showing all details and locations and including all schedules, descriptions and supplementary data to comprise complete working drawings and instructions for the prosecution of the Work. A description of the operation of the equipment and controls shall be included. A letter in triplicate shall accompany each submittal.
 - 2. The Contractor shall submit duplicate (2) samples each of such materials and appliances as may be requested by the Commissioner for approval. Each sample shall be properly tagged for identification and submitted for examination and test. After a submission of duplicate (2) samples is approved, one (1) sample will be returned to the Contractor and the other sample will be filed in the office of the Commissioner for inspection use. After the Contract is substantially completed, the duplicate samples will be returned to the Contractor.
- I. **TIMELINESS** - All material shall be submitted in ample time for the program of construction, and in accordance with these General Conditions and the Contract documents. Failure to promptly submit acceptable samples and working drawings will not be accepted as grounds for an extension of time. The Commissioner may, in her/his sole discretion, decline to consider submittals unless all related items are submitted at the same time.
- J. **CONTRACTOR'S STATEMENT WITH SUBMITTALS** - All drawings, blueprints, catalogues, models, samples and other data relative to the equipment, the materials, the Work or any part thereof submitted for approval are to be accompanied by a statement that they have been examined by the Contractor and that the drawings, data and other material submitted agree with the requirements of the Contract and Specifications and shall list and describe the points of disagreements, if any exist. In the absence of such statement, approvals will be given with the understanding that articles of equipment or materials or methods of installation are in substantial compliance with the Contract and that if the adoption of these designs, details, articles, equipment, materials, constructions, installations, places and location necessitates changes, alterations or replacements at an increased cost to the Contractor or others, the Contractor making the substitution for the specified equipment or material shall bear all such additional expense involved.

- K. BULLETINS AND INSTRUCTIONS - The Contractor shall furnish and deliver to the Commissioner after acceptance of the Work, four (4) complete sets of instructions, technical bulletins and any other printed matter (diagrams, prints, or drawings) required to provide complete information for the proper operation, maintenance and repair of the equipment and the ordering of spare parts.

1.2 TEMPORARY LIGHTING, RECEPTACLES, SITE SECURITY LIGHTING, AND POWER

This Section sets forth the general conditions and procedures relating to temporary lighting, site Security lighting and power during the construction period, and is applicable to and binding on all contracts insofar as they are affected.

A. TEMPORARY LIGHTING AND RECEPTACLES

1. The Contractor shall furnish, and connect to a designated circuit breaker panel, a system of temporary lighting to illuminate the entire area where Work is being performed and points adjacent to the Work (hereinafter referred to as the "Temporary Lighting System"). The Temporary Lighting System shall consist of factory-manufactured temporary lighting strings. The strings shall consist of a heavy-duty cable with integral molded light sockets for 100-watt incandescent lamps. The light sockets shall have a molded flange with a hole, sized to support the lamp socket and cable, and shall be equipped with a locking-type steel wire lamp guard. The light string shall originate at a junction box. The Electrical Contractor shall provide a local light switch for control of the Temporary Lighting System. Energy for the Temporary Lighting System for minor rehabilitation projects (those projects whose existing distribution system is not being changed or modified under the scope of this Project) may be taken from the existing electrical distribution system if the existing system is of adequate capacity for the additional temporary lighting load. The lights shall be powered from a ground fault interrupting circuit breaker. The Electrical Contractor is to cooperate and coordinate with the facility custodian so as not to interfere with the normal operation of the facility.
2. Receptacles for temporary power during construction shall be provided in work areas, with a maximum spacing of twenty-five feet (25'). All temporary receptacles shall be ground fault circuit interrupting type or shall be protected by ground fault interrupting circuit breakers. Receptacles shall be mounted in cast aluminum or cast iron alloy outlet boxes with threaded hubs, and shall be provided with in-use wet location covers. A maximum of three (3) duplex receptacles shall be connected to a 20 ampere, 120 volt circuit.
3. Wiring for temporary lighting and receptacles, within the existing building, shall be type MC cable as defined in NFPA 70, and shall contain an insulated ground wire. Minimum conductor size shall be No. 12 AWG solid copper with type THHN/THWN insulation.
4. The Contractor shall furnish and connect a system of Temporary Lighting to illuminate the entire area where Work is being done and points adjacent to the Work. The Contractor shall coordinate with DCAS in completion of this Work.
5. The Temporary Lighting System shall be progressively installed as required for the advancement of the Work.
6. RELOCATION - Should the Contractor require relocation or extension of the original Temporary Lighting System that is not required due to the normal advancement of the

Work, as determined by DCAS in its sole discretion, the Contractor shall perform such Work at its sole cost and expense.

7. LAMPS - The Contractor for Electrical Work shall furnish and install one (1) complete set of lamps. Broken and burned out lamps in the general lighting system shall be replaced by the Contractor for Electrical Work while those in the trailers (if applicable) shall be replaced by the Contractor using such equipment. At a minimum, all lamps shall be twenty-three (23) watt screw-in compact fluorescent lamps.
8. CIRCUIT PROTECTION - The Contractor for Electrical Work shall furnish and install GFI protection for the Temporary Lighting and Site Security Systems.
9. ENERGIZING - The Contractor for Electrical Work shall keep the Temporary Lighting System energized from a period of time, fifteen (15) minutes before the established starting time of that trade, which starts Work earliest in the morning to fifteen (15) minutes after the established quitting time of that trade which stops Work latest in the evening. This applies to every day in the week which is established as a regular working day for any trade involved in the construction of this facility and holds until completion and final acceptance of the Work of the Contractor for Electrical Work or until the services are terminated as instructed by the Commissioner in her/his sole discretion.
10. MAINTENANCE OF TEMPORARY LIGHTS - The Contractor for Electrical Work shall maintain the Temporary Lighting System in good working order during the scheduled hours established.
11. OVERTIME USE - Should the Contractor require Temporary Lighting Service before or after hours the set forth hereinbefore, or on weekends or a Holiday for performance of any Work, the Contractor shall pay for the additional cost of keeping the system operational. When overtime is required by all contractors on the Work, the Contractor shall comply with the all relevant laws, prevailing wage and Project Labor Agreement(s) relevant to this Contract.
12. SERVICE BEYOND COMPLETION DATE - When failure to comply with the terms and conditions of any Contract necessitates temporary light beyond the date set for completion of the Contract for Electrical Work, the Contractor requiring such additional service shall pay for keeping it operational. When more than one Contractor requires such service, the expense thereof shall be prorated as determined by the authorized representative of the Commissioner.
13. Adjustment in Contract Price for temporary lighting maintenance. In the event that the temporary lighting maintenance extends beyond Contract time through no fault of the Electrical Contractor the additional maintenance cost will be in accordance with the requirements of the following paragraphs:
 - a. Payment for maintaining Temporary facilities when required will be made at the average hourly wage for electricians plus 21% of this rate, for each hour of Work performed upon written direction of the Commissioner. Payments will be included in partial estimates upon submission of detailed vouchers stating date, hour and time expended for each item of Work.
 - b. The addition of 21% of the average hourly wage rate specified above for a project specific contract or such lesser percentage bid by the Contractor shall be deemed as

the total allowance for all profit and overhead and for any and all other costs and expenses of any nature whatsoever, including but not limited to allowance for insurance, worker's compensation, unemployment insurance and other supplementary benefits.

14. REMOVAL OF TEMPORARY LIGHTING WIRING - The Temporary Lighting System shall be removed by the Contractor for Electrical Work when authorized by a representative of the Commissioner.

B. USE OF COMPLETED PORTIONS OF THE ELECTRICAL WORK

1. USE OF MAIN DISTRIBUTION PANEL - As soon as the permanent electric service feeders and equipment, metering equipment and main distribution panel are installed and ready for operation, the Contractor for Electrical Work shall have the Temporary Lighting System changed over from the temporary service points to the main distribution panel.
2. COST OF CHANGE OVER - The Contractor for Electrical Work shall be responsible for all cost due to this change over of service and it shall also make application to the Public Utility Company for a watt hour meter to be set on the permanent meter equipment.
3. After change over the requirements for temporary lighting specified herein shall be adhered to.
4. NO EXTRA COST - The operation of the service and switchboard equipment shall be under the supervision of the Contractor for Electrical Work, however this shall not be deemed acceptance of such part of the installation or relieve the Contractor for Electrical Work from its responsibility for the complete Work or any part thereof. There shall be no additional charge for supervision by the Contractor for Electrical Work.

1.3 ELECTRICAL INSTALLATION PROCEDURE

This Section sets forth the general installation procedure which shall apply to all electrical Work and electrical equipment.

- A. INTENT OF CONTRACT DOCUMENTS - Contract Specifications and Drawings are to be interpreted as a means of conveying the scope and intent of the Work without giving every minor electrical detail. It is intended, nevertheless, that the Contractor shall provide whatever labor and materials are found necessary, within the scope of the Contract, for the successful operation of the installation. Specific details of individual installations are to be finally decided upon when the Contractor submits working or Shop Drawings for approval to DCAS. Whenever there are two (2) or more within the contract scope, the Commissioner reserves the right to choose that method which, in her/his sole discretion, will afford the most satisfactory performance, lasting qualities, and accessibility for repairs, even though her/his selection may be the costliest.
- B. PLANS SCHEMATIC - LOCATIONS APPROXIMATE - Conduits and wiring are shown on the plans diagrammatically only. Therefore, conduit layouts may not necessarily give the actual physical route of the conduits. The Contractor who installs a conduit system will also be required, as part of the Work, to furnish and install all hangers, and pull-boxes, including any special pull-boxes necessary to overcome interferences and to facilitate pulling of electrical cables. Similarly, the locations of equipment, appliances, outlets and other items shown on Contract Drawings are approximate, and are to be definitely established when equipment Shop Drawings are submitted and approved by DCAS during construction.

- C. SLEEVES required for conduits passing through walls or floors shall be furnished and set by the Contractor installing the conduits. Sleeves in waterproofed floors shall be provided with flashing extending twelve inches (12") in all directions from sleeve and secured to waterproofing. Flashing shall be turned down into space between pipe and sleeve and caulked watertight. Flashing shall be twenty ounces (20 oz.) cold rolled copper. Sleeves shall be supplied with welded flanges similar to those supplied by the Plumbing Contractor and shall extend one inch (1") above finished floor.
- D. COORDINATION - Each Contractor shall keep in close touch with the construction progress and obtain the necessary information for the accurate placement of its Work in ample time before building construction operations block its Work. Each Contractor is to consult all other Contract Drawings including, but not limited to, all approved equipment Shop Drawings on file in the Resident Engineer's Field Office. This will aid in avoiding interferences, omissions and errors in the electrical installation.
- E. RESPONSIBILITY FOR ERRORS OF INSTALLATION - In case of interference with the work of others or erroneous placement of work with respect to equipment or structures, each Contractor shall cooperate with other affected Contractors, for an immediate harmonious solution of the difficulty, each Contractor furnishing its responsible share of the labor and materials necessary to complete the installation in an approved manner.
- F. RESTORATION - If drilling or cutting is done on finished surfaces of equipment or the structure, any marring of the surface shall be made good by repair or replacement by the Contractor who caused the damage. The Contractor shall be held responsible for corrective restoration due to its cutting or drilling and for any damage to the building or its contents caused by it or its workmen. Should the Contractor pierce any waterproofing because of the installation of Work, it shall at its sole cost and expense restore the waterproofing to "as new" condition to the satisfaction of the Commissioner.
- G. ELECTRICAL WORK AT SITE - Any Contractor who is required to furnish equipment consisting of a number of related electrical devices or appliances, mounted in a single enclosure, or on a common base, shall furnish this unit complete with internal wiring, connections, terminal boxes with copper connectors and/or lugs and ample electrical leads, ready for connection and operation. The cost of any wiring, re-wiring or other Work required to be done on this unit in the field, shall be borne by the Contractor who furnished the unit, at no additional cost to the City.
- H. COOPERATION AMONG CONTRACTORS - Whenever an electrically operated unit or system involves the combined Work of the Contractor and its sub-contractors for its installation and successful operation, the Contractor shall ensure that each sub-contractor shall exercise the utmost diligence in cooperating with others to produce a complete, harmonious installation.
- I. DEFINITIONS
 - 1. Wiring means both wire and raceway (rigid steel, heavy wall conduit unless otherwise specifically indicated).
 - 2. POWER WIRING means wiring from a panelboard or other specified source to a starter (if required) then to a disconnect (if required) then to the final point of usage such as a motor, unit or device.
 - 3. CONTROL and/or INTERLOCK WIRING means that wiring that signals the device to operate or shut down in response to a signal from a remote control device such as a

temperature, smoke, pressure, float, etc. device (starters and disconnect switches are not included in this definition) regardless of the voltage required for the controlling device.

- J. WORK BY CONTRACTORS FURNISHING ELECTRICAL EQUIPMENT - Any Contractor who furnishes an electrically operated or motorized unit of equipment shall install same and, as part of its contract, perform the following work in connection therewith:
1. FOUNDATIONS - Unless otherwise specified or indicated, the Contractor furnishing electrically operated equipment shall also furnish and install approved foundations for same. Special foundation, if required, will be detailed in the Specifications.
 - a. MATERIAL - All foundations, unless required otherwise, shall rest on structural slab and shall be of poured concrete, of a mixture specified for reinforced concrete. Foundations shall present a neat, smooth appearance, without voids and without sharp corners or edges.
 - b. DIMENSIONS - Foundation dimensions, height above floor, methods of setting, aligning and anchoring of equipment shall be as recommended by the manufacturer of equipment and approved by the Commissioner. The minimum height of foundations above finished floor shall be four inches (4") and foundations shall extend at least six inches (6") at all sides beyond the base plates of equipment.
 2. At least one inch (1") of grout shall be applied under the equipment base plate after placement and alignment of the equipment.
 3. ITEMS – The Contractor shall provide all anchor plates, bolts, sleeves, nuts and washers, and other necessary items for proper installation of equipment. The Contractor shall also furnish and set required templates to locate accurately the positions of the hold down bolts.
 4. VIBRATION ISOLATION - The Contractor shall provide vibration isolators for rotating equipment where required by the Specifications for a particular unit.
 5. SUPPORTS - If any motorized equipment is required to be mounted overhead or off a wall, the Contractor supplying the unit shall furnish and install a suitable platform, bracket or shelf, whichever is appropriate or specified, and mount the equipment thereon. This support shall be constructed of substantial steel members, plates, etc., and the whole securely fastened to the structure or to anchors previously embedded in the wall or slab. In case of excessive vibration transmitted to structure, isolating pads or other devices shall be installed. The Contractor shall apply one (1) coat of approved primer paint to the support and one (1) additional coat of approved paint in the field.
 6. ASSOCIATED EQUIPMENT - The Contractor who furnishes a motorized or electrically operated unit of equipment shall also furnish all associated motor starters, disconnect means, relays, control devices, lamps, or other devices, necessary for the successful functioning of the unit.
 7. POINT OF DELIVERY - Any item specified to be installed by the electrical contractor and delivered to the site that cannot be hand carried (due to bulk, weight or timeliness) to the location of its installation is to be delivered and set in place, leveled and secured, at the location where it is to be installed by the contractor furnishing the equipment.
 8. CONTROL AND INTERLOCK WIRING
 - a. General Construction Work and Plumbing Work.

- 1). All control wiring associated with doors and door hardware is to be furnished and installed, unless otherwise indicated, by the Contractor furnishing the doors. Power for the door operation and for its controls shall be furnished and installed by the Electrical Contractor.
 - 2). All other control wiring associated with equipment furnished by either the General Construction Work Contractor or the Plumbing Work Contractor is to be furnished and installed by the Electrical Contractor.
 - b. Heating Ventilating and Air Conditioning Contractor
 - 1). The furnishing and installing of all control devices and all control and interlock wiring for equipment furnished under the Heating, Ventilating and Air Conditioning Contract shall be by that Contractor, including any power required for any control device.
 - 2). The Contractor for Heating, Ventilating and Air Conditioning Work shall deliver to the Contractor for Electrical Work all starters and disconnect switches specified to be furnished under the Heating, Ventilating and Air Conditioning Contract. The Contractor for Electrical Work is to install the starters and disconnect switches, and furnish and install all power wiring and make connections between the starter, disconnect switch and motor or equipment being served. The motor or equipment is to be mounted by the Contractor furnishing the motor.
- K. WORK BY CONTRACTOR FOR ELECTRICAL WORK - The Contractor for Electrical Work shall perform the following Work:
1. STARTERS AND DISCONNECT SWITCHES - The associated disconnect switches and starters approved by DCAS which require mounting or wiring apart from a main equipment unit shall be delivered, prewired, to the Contractor for Electrical Work at the site of the Project, who shall install and wire them. The electrical contractor shall acknowledge acceptance in writing to the Contractor supplying them, and thereafter assume responsibility for their safe keeping until final acceptance of its Work by the City.
 2. CONTROL DEVICES - The Contractor for Electrical Work shall install conduit, wire, and make all connections for all interlock and control devices furnished under the Plumbing Contract and also all control and interlock devices furnished under the General Construction Contract, except for door control wiring. The various control and interlock devices, furnished (prewired) by the Plumbing and General Contractors, shall be installed and final connections made by the Electrical Contractor.
 3. DOOR CONTROL WIRING - Unless specifically detailed otherwise in the Contract Documents for Electrical Work, all door control and interlock devices are to be furnished and installed and wired by the contractor furnishing the required control and interlock devices.
 4. TESTS - The Contractor supplying the equipment, together with the Electrical Contractor shall cooperate in making preliminary tests to establish the correctness of the installation. If a faulty operation of the unit is discovered, the Contractor whose work is the cause shall, without delay, remedy the trouble.
- L. PAINTING
1. Ingredients and methods of application shall conform to the requirements set forth in the Contract documents.

2. ALL METAL CABINETS including switchboards, panelboards, boxes (pull, junction and outlet), trims, doors and covers shall be painted as follows:
 - a. All surfaces inside and outside, shall be painted with one (1) approved coat of primer.
 - b. All accessible surfaces shall be painted with one (1) coat of approved paint inside and outside, in the field after installation.
3. HANGERS, CONDUITS AND FITTINGS shall be given a field prime coat of approved paint, followed by a second coat, by the Contractor who installs them.
4. FINAL COAT - A final or third coat of paint, as directed, shall be applied by the Contractor installing them when the wall surfaces on which they are supported or the ceiling from which they are hung are not painted by the General Construction Contractor. Pull boxes shall be neatly and legibly stenciled to show service.
5. PAINTING OF MOTORIZED EQUIPMENT - The Contractor furnishing electrically driven equipment shall paint motors and driven equipment, starters and controllers and other equipment provided by it. It shall provide any painting or finishing that may be required in the Specifications of its Contract. For certain equipment having special corrosion resistant factory finishes, painting may be waived by special permission. Equipment shall be neatly stenciled, with legible characters to indicate service by the Contractor who supplies the equipment.
6. NAME PLATES shall be left clean of all paint.

1.4 ELECTRICAL CONDUIT SYSTEM INCLUDING BOXES (PULL, JUNCTION AND OUTLET)

This Section sets forth the requirements applying to any Contract requiring the installation of electrical conduits, boxes or fittings. Rigid steel conduit shall be used throughout, unless specifically indicated otherwise. TYPES-where the word 'conduit', without a modifier such as, rigid steel, EMT, etc., is specified to be used, it shall be interpreted to mean, rigid steel, heavy wall, threaded conduit.

A. CONDUIT TYPES

1. RIGID STEEL CONDUIT shall be interpreted to mean, rigid steel, heavy wall conduit, hot dipped galvanized inside and outside. The conduit shall meet the requirements of the latest edition, as amended, of the "Standard for Rigid Steel Conduit" of the Underwriters' Laboratories, Inc. Unless otherwise specified in the Specifications or indicated on the drawings, rigid steel conduit shall be used for all exposed Work, for all underground conduits in contact with earth, and for fire alarms systems as required by the Building Code and all applicable authorities having jurisdiction.
2. ELECTRICAL METALLIC TUBING ("EMT") shall be industry standard thin wall conduit of galvanized steel only. All elbows, bends, couplings and similar fittings which constitute a part of the conduit system shall be specifically designed for use with electric metallic tubing. Couplings and terminating fittings shall be of the pressure type as approved by the Commissioner. Set screw fittings will not be acceptable. All EMT shall meet the requirements of the latest edition, as amended, of the "Standard for Electrical Metallic Tubing of the Underwriters Laboratories Inc." EMT may only be used where specifically indicated. In no case will EMT be permitted in spaces other than hung ceilings and dry wall partitions.
3. FLEXIBLE METALLIC - For final connections to motors and motorized equipment, not more than a four feet (4'-0") length of flexible conduit may be used. For watertight

installations, this conduit shall be of a watertight type, attached with watertight glands or fittings.

B. INSTALLATIONS AND APPLICATIONS

1. Unless otherwise specified or indicated on the drawings, conduit runs shall be installed concealed in finished spaces.
2. CONDUIT SIZES -The sizes of conduit shall be as indicated on the Drawings. Wherever conduit sizes are not indicated, the conduit shall meet the requirements of the NEC 2008 as adopted by NYC with Amendments, to accommodate the conductors to be installed therein.
3. Conduits shall be reamed smooth after cutting. No running threads will be permitted. Universal type couplings shall be used where required. Conduit joints shall be screwed up to butt. Empty conduits after installation shall have all open ends temporarily plugged to prevent the entrance of water or other foreign matter.
4. Conduits being installed in concrete or masonry shall be securely held in place by the Contractor installing them, during pouring and construction operations. A group of conduits terminating together shall be held in place by a template.
5. UNDERGROUND STEEL CONDUITS - Unless otherwise specified, all underground steel conduits in contact with earth shall be encased by the Contractor who installs them, in a covering of not less than two inches (2") of an approved concrete mixture. Concrete mix shall be one (1) part cement to four and one-half (4-1/2) parts of fine and coarse aggregate.
6. EXCAVATION RESTORATION PERMITS - The contractor installing underground conduits, duct banks or manholes shall perform, as part of its contract, the work of cutting pavement, excavation shoring, keeping trenches or holes pumped dry, backfilling, restoration of surfaces to original condition and removal of excess earth and rubbish from premises. During the Work, it shall provide adequate crossovers, protective barriers, lamps, flags, etc., to safeguard traffic and the public. When the work is in a public highway or street, the Contractor shall secure and pay for all necessary permits and inspection fees and pay the cost of repaving.
7. EXPOSED CONDUIT SUPPORTS - Exposed conduit shall be supported by zinc coated hangers, with necessary inserts, beam clamps of approved design or attached to walls or ceilings by expansion bolts. Exposed conduits shall be supported or fastened at intervals not more than five feet (5 ft.).
8. Exposed conduit shall be installed parallel, or at right angles, to ceiling, walls and partitions. Where direction changes of exposed conduit cannot be made with neat bends, such as required around beams or columns, conduit type fitting shall be used.
9. The conduit shall be installed with an approved expansion joint:
 - a. Wherever the conduit crosses a building expansion joint (each contractor will be held responsible for determining where the building expansion joints are located).
 - b. Every two hundred feet (200 ft.), when in straight runs of two hundred feet (200 ft.) or longer.

10. Conduit may only enter and leave a floating slab in the vertical direction, and then only in an approved manner. Horizontal entry into floating slabs is not permitted.
 11. Conduit installed in pipe shafts shall be properly supported to carry the total weight of the raceway system complete with cable. In addition, at least one (1) horizontal brace per ten feet (10 ft.) section shall be provided to assure stability of the raceway system.
 12. BUSHINGS AND LOCKNUTS--Approved bushings and locknuts shall be used wherever conduits enter outlet boxes, switch boxes, pull boxes, panel board cabinets, etc. For conduits one inch (1") or larger, insulating bushings equal to O.Z./Gedney shall be used.
 13. CONDUIT BENDS shall be made without kinking conduit or appreciably reducing the internal diameter. All bends in conduit of two inches (2") size or larger shall be made with a hydraulic or power pipe bender. The radius of the inner edge of any bend shall not be less than six (6) times the internal diameter of the conduit where rubber covered conductors are to be installed, and not less than ten (10) times the internal diameter of the conduit where lead covered conductors are to be used. Long gradual sweeps will be insisted upon, rather than sharp bends, when changes of direction are necessary.
 14. EMPTY CONDUITS
 - a. TESTS - All conduits and ducts required to be installed and left empty with a two hundred and fifty pound (250 lb.) test polypropylene drag line, shall be tested for clear bore and correct installation, by the Contractor who installed them, using a ball mandrel, brush and snake, before the installation will be accepted. The ball shall be of lignum vitae, turned to approximately 85% of the internal diameter of the raceway to be tested. Two (2) short wire brushes shall be included in the mandrel assembly. Snaking of conduits, ducts, etc., shall be done by the Contractor in the presence of the Electrical Inspector. Any conduits or duct which rejects the mandrel shall be cleared at once, the Contractor bearing all costs such as chopping concrete, replacing defective conduit and restoring surface to original condition.
 - b. TAGS - Numbers or letters shall be assigned to the various conduit runs, and as they test clear they shall be identified by a fibre tag not less than one and one quarter inch (1-1/4") in width, attached by means of a double looped nylon cord. All conduit terminations in panel, splice or pull boxes as well as those out of the floor or ceiling shall be tagged.
 - c. TEST RECORDS - As the conduit runs clear, a record shall be kept under the heading of "Empty Conduit Tested, Left Clear, Tagged and Capped" showing conduit designation, diameter, location, date tested and by whom. When complete, this record shall be signed by the Electrical Inspector and submitted for approval. This record shall be entered on the Record Drawings in accordance with these General Conditions.
 - d. CAPPING - All empty conduit and duct openings, after test shall be capped or plugged by the Contractor as directed.
 - e. DRAG LINES - A drag line shall be left in all empty conduit.
- C. BOXES
1. The Contractor shall furnish and erect all pull boxes indicated on the plans or where required. Sides, top and bottom of pull boxes, shall be zinc coated and shall be built of No. 12 USSG steel reinforced at corners by substantial angle irons welded to plates. Bottom or side of pull boxes shall be removable and held in place by corrosion resistant machine

screws. Pull boxes in damp locations shall have threaded hubs and gaskets. All pull boxes shall be suspended from ceiling or walls in the most substantial manner.

2. For large boxes, sufficient suitable porcelain clamp insulators or other approved devices shall be provided in the pull boxes for supporting the cables passing through the box so that the cables will not be unsupported for a distance greater than three feet (3 ft.) and so as to permit a neat and orderly arrangement of the cables.
3. For pull boxes having the largest side more than nine square feet (9 sq. ft.) in area, special rectangular and diagonal angle-iron bracing will be required as approved.
4. Pull boxes of special or odd shapes are required to be installed by the Contractor, even though not shown on plans, where these are necessary to overcome interference or to facilitate the pulling of conductors in conduits.
5. In centering outlets, the Contractor is cautioned to allow for overhead pipes, ducts and other obstructions, and for variations in arrangement and thickness of fireproofing, soundproofing and plastering. Precautions should be exercised regarding the location of window and door trims, paneling, etc. Mistakes resulting from failure to observe these precautions, must be corrected by the Contractor at no additional cost to the City. Outlets in hung ceilings shall be supported from the black iron or structure.
6. The exact location of all outlets in finished rooms shall be as directed. When the interior finish has been applied, the Contractor shall make any necessary adjustment of its work to properly center the outlets. All outlet boxes for local switches near doors shall be located at the strike side of doors as finally hung, whether so indicated on the drawings or not.
7. Exposed wall outlet boxes shall be erected neatly and tight against the walls and securely anchored to same.
8. All wall outlets of each type shall be set accurately at the same level on each floor, except where otherwise specified or directed. Where special conditions occur, outlets shall be located as directed.
9. MOUNTING HEIGHTS - The following heights are standard heights and are subject to correction due to coordination with Architectural and Engineering drawings. All such changes must be approved by the Commissioner. Heights given are from finished floor to center line of outlet or device on wall or partition, unless otherwise indicated.
 - a. General Convenience Outlets 1'6"(mount vertical)
 - b. Wall Lighting Switches 4'0"
 - c. Motor Controllers 5'0"
 - d. Motor Push-button 4'2"
 - e. Telephone Outlets As Directed
 - f. Fire Alarm Bells 8'6"or 1'-6"below ceiling
 - g. Fire Alarm Stations 4'0"
10. Outlet boxes shall be of approved design and construction, of form and dimensions suited and adapted to its specific location, the kind of fixture to be used, the number and arrangements of conduits, etc., connecting therewith. All ferrous outlet boxes shall meet the requirements for zinc coating as specified under Electrical Conduit Systems.

11. There shall be knockouts, opened only for the insertion of conduit, and any outlet boxes with more openings than are necessary for conduit insertion shall be sealed by the Contractor, at no additional cost to the City.
12. All outlet boxes and junction boxes for exposed Work shall be galvanized cast iron or cast aluminum with threaded openings. Outlet boxes for exposed inside Work in damp locations shall be galvanized cast iron or cast aluminum with threaded hubs and neoprene gaskets and shall be listed for use in damp locations.
13. Junction boxes shall not be less than 4-11/16" square and shall be equipped with zinc coated plates. Where plates are exposed they shall be finished to match the room decor.
14. FIXTURE SUPPORTS--Outlet boxes supporting lighting fixtures shall be equipped with fixture studs held by approved galvanized stove bolts or integral with the box. Cast iron or malleable boxes shall have four (4) tapped holes for mounting required cover or fixtures.
15. Outlet boxes exposed to the weather or indicated "W.P.", shall be cast iron or cast aluminum and the covers made watertight with neoprene gaskets. The boxes shall have external lugs for mounting. Drilling of the body of the fitting for mounting will not be permitted. The cover screws shall be ample in size and non-corrodible and not less than four (4) in number for each box opening.

1.5 ELECTRICAL WIRING DEVICES

- A. WALL SWITCHES shall be of the best specification grade, quiet type, and shall have a rating of twenty amperes (20 amps) at 120/277 volts, as manufactured by Hubbell, Cooper Wiring Devices, Leviton, or an approved equal. The mechanism shall be equipped with arc snuffers. They shall be of the toggle type, single pole. Switches of the three (3) -way type shall have a similar rating.
- B. RECEPTACLES
 1. CONVENIENCE OUTLETS - shall be of the best specification grade, duplex, two (2) pole, three (3) wires, twenty amperes (20 amps) at 125 volts. It shall have a grounding pole which shall be grounded to an insulated ground conductor and the conduit system. Receptacles shall be capable of both back and side wiring, and shall have only one (1) grounding screw. Receptacles shall be Hubbell Cat. #5362, or an approved equal.
 2. HEAVY DUTY RECEPTACLE OUTLETS - shall have the ampere rating and the number of poles specified on the plans, and shall be equal to Hubbell, Russell-Stoll, Cooper Wiring Devices, Leviton, or an approved equal. Each outlet shall have a grounding pole, which shall be grounded to the insulated ground conductor and the conduit system.
 3. NAMEPLATES are required for all receptacles other than 120 volts.
- C. WATERTIGHT DEVICES - For installations exposed to weather or in damp locations, the devices shall be in a gasketed, cast iron enclosure. The device cover shall be designed to be closed with a plug inserted in the receptacle.
- D. PLATES

1. Every convenience outlet and switch outlet shall be covered by means of a stainless steel No. 302 - 0.4" antimagnetic plate with an approved finish, unless provided otherwise in the detailed Specifications.
2. Where two (2) or three (3) switches are grouped together a single faceplate shall be used. Where more than three (3) switches are located at one (1) point, the faceplates may be made up in multiple units.

1.6 ELECTRICAL CONDUCTORS AND TERMINATIONS

- A. CONDUCTORS FOR LIGHT AND POWER--All wire and cable shall be of annealed copper of 98% conductivity. Aluminum wire or cable will not be permitted. The insulation shall be flame retardant, moisture and heat resistant, thermoplastic, type THHN/THWN or XHHW rated for 600 volts at 75 degrees C. for both wet and dry locations. Wires No. 8 or larger shall be stranded. Wires and cables shall also be subject to the requirements of the NEC 2008 as adopted by NYC with Amendments. Cables for incoming service or wire in conduits contiguous with the earth or in concrete or other damp or wet locations shall be synthetic rubber insulated with neoprene jacket, heat and moisture resistant and shall be equal to UL Type USE-2/RHW-2, rated for 600 volts at 90 degrees C. for both wet and dry locations.
- B. FIXTURE WIRE - Lighting fixtures shall be wired with No. 14 gauge wire designated as AWM, and rated at 105 degrees C.
- C. OTHER TYPES - Cables and wires for interior communication systems are described in detailed Specifications of applicable contracts.
- D. MINIMUM SIZE - Conductors smaller than No. 12 AWG shall not be used for light or power.
- E. COLOR CODE - Wires shall have a phase color code, and multiple conductor cables shall be color coded. Color coding with electrical tape or tags, etc., is not acceptable.
- F. CABLE DATA--The Contractor shall submit for approval the following information for each size and type of cable to be furnished.
 1. Manufacture of Cable - Location of Plant.
 2. Minimum insulation resistance at standard test temperature.
 3. Days required for delivery to site of work after order to proceed with manufacture.
- G. ORIGINAL REELS - Cable and wire shall be delivered to the site of the work on original sealed factory reels.
- H. TESTS
 1. NOTIFICATION OF TEST - No cable shall be released for shipment from the mill unless authorized by the Commissioner. The Contractor shall give the Commissioner at least (10) ten days' notice when the cable will be available for testing at the mill. Commissioner representative or inspector shall have access during working hours to all parts of the plant where the cable is being manufactured, and all reasonable inspection and testing facilities shall be afforded to him at no additional cost to the City. The Inspector shall witness the complete test of cable and receive a copy of all test data.

2. TEST DATA - The Contractor shall forward to the Commissioner six (6) copies of all test data for approval before accepting shipment of the cable.
3. INSPECTION DURING MANUFACTURE - The Commissioner reserves the right to dispatch a representative to the factory at any time during the period of manufacture of the cable for the purpose of expediting or checking progress. The living and traveling expenses of the City Engineers making these inspections and witness tests will be borne by the City of New York.
4. TEST IN CITY LABORATORY--Sufficient additional length of conductor shall be provided on each reel, so that a six foot (6 ft.) sample may be removed for testing in the City's Laboratories. This sample shall be cut from the reel in the presence of the DCAS Inspector and cut in two (2) three-foot (3 ft.) lengths, each piece to be tagged showing reel number, size and type, manufacturer, date, name of project and Contract No. Samples shall be handed to the Inspector for transmittal. If it is found as the result of test that the cable does not comply with the approved factory test, the Contractor will be ordered to remove all cable which came off the reel and has been installed, and to replace the defective cable not used, at no additional cost to the City. It will be held responsible for any delays in the construction program caused by the defective cable.
5. FINAL FIELD TEST - After conductors are installed and connected the City will test the Work for overall insulation resistance. The Contractor shall furnish all test equipment necessary. To be acceptable, the test shall meet the requirements set forth in the NEC 2008 as adopted by NYC with Amendments.

I. WIRE INSTALLATION

1. INSTALL WIRES AFTER PLASTERING - Feeder and branch circuits wire shall not be installed in conduit before the rough plastering work is completed. No conductors shall be pulled into floor conduits before floor is poured.
2. CONDUIT SECURED IN PLACE - No conductor shall be pulled into any conduit run before all joints are made up tightly and the entire run rigidly secured in place.
3. WIRE ENDS - All wires shall be left with sufficiently long ends for proper connection and stowing.
4. PULLING COMPOUNDS - When required to ease the pulling-in of wires into conduit, only approved compounds as recommended by cable manufacturers shall be used.
5. PRESSURE CONNECTORS for wires shall be of the cast copper or forged copper pressure plate type. Connectors shall be equal to O.Z./Gedney, Burndy, or National Electric Products.
6. Splices and feeder taps in the gutters of panel boxes shall be made by means of pressure plate type connectors encased in composition covers similar to O.Z., Burndy or National Electric Products, and in accordance with the NEC 2008 as adopted by NYC with Amendments.
7. Splices in branch wiring for Sound systems and Fire systems, shall be first made mechanically secure, then soldered and taped.

8. In lieu of soldered splices (except for sound and Fire Systems, which must have soldered splices) the following alternates are acceptable for operating temperatures up to 105 degrees C., for fluorescent fixtures, and for the splicing of branch circuit wiring up to No. 8 AWG wire:
 - a. Mechanical splices made with mechanical connectors as manufactured by the Minnesota Manufacturing Company "Scotchlock" or an approved equal. Mechanical Connectors requiring a special tool (pressure connectors, insulators and locking rings) equal to Buchanan, or an approved equal. The tool used for connector application shall be as approved by the connector manufacturer.
 - b. For wire and cable No. 6 AWG and larger for branch circuit wiring the seamless tubular connector will only be accepted. Application of this connector shall be with a tool recommended by the connector manufacturer.
9. TAGS - All feeders and risers shall be tagged at both ends, and in all pull and junction boxes and gutter spaces through which they pass. Such tags shall be of fibre and have the feeder designation, type and size stamped thereon.

10. BRANCH CIRCUIT WIRING

- a. The Contractor installing branch circuit wiring shall test the work for correct connections and leave all loop splices in the fixture outlet boxes properly spliced and taped. It shall provide wire ends long enough for convenient connection to device.
- b. NEUTRALS - No common neutrals shall be used except for lighting branch circuits. Each neutral wire shall be terminated separately on a neutral busbar in the panelboard. No common neutrals will be permitted for convenience receptacle branch circuits.

J. TERMINATIONS

1. LUGS - All lugs for all devices, and all cable terminations shall be copper. AL/CU rated lugs will not be permitted. Lugs for No. 6 AWG cable and larger shall be cast copper or forged copper pressure plate type. Lugs for 1/0 and larger conductors shall be fastened with two (2) bolts. The only exception to these requirements is when the particular device is not manufactured with copper lugs or two-bolt lugs by any manufacturer (as part of the UL tested and approved assembly).
2. All lugs shall be of the proper size to accept the cable connected to them. Any contractor furnishing a device containing lugs is to coordinate with the electrical contract documents to ensure that the device terminations are adequate for the wire or cable (whose size may be larger than expected due to voltage drop considerations) connected to the device. This requirement applies to both the electrical contractor whose branch circuit protector must have lugs of the proper size, as well as to the contractor who furnishes the device who may have to increase the size of that particular device.

1.7 CIRCUIT PROTECTIVE DEVICES

SCOPE--This Section sets forth the circuit protective devices such as circuit breakers and safety switches, used in connection with Motor Control Equipment, Distribution Centers, Panelboards and Service Entrance.

A. CIRCUIT BREAKERS

1. CIRCUIT BREAKERS shall be operable in any position and shall be of the quick-make, quick-break type on manual operation. The handle shall be trip free, preventing contacts from being held in closed position against abnormal overloads or short circuits. Positive visual indication of automatic tripped position of breaker shall be provided, in addition to the "On" and "Off" indication. All circuit breakers shall be of the bolted type.
2. TRIP RATING - Circuit breakers shall be provided with the required number of trip elements, calibrated at 40 degrees C., ambient temperature, in accordance with wire sizes or motor currents as shown on the Contract Drawings or indicated in the Specifications.
3. POLE BARRIERS - Multipole circuit breakers shall be designed to break all poles simultaneously. They shall be provided with barriers between poles and arc suppressing devices.
4. ELEMENTS - Multipole circuit breakers shall have frames of not less than 100 ampere rating. Multipole circuit breakers for 480 volts A.C. operation shall have a NEMA interrupting rating of eighteen thousand amperes (18,000 amps), unless a higher rating is specified in the Specifications or indicated on the Contract Drawings.
5. For circuit breakers with frame size up to and including two hundred and twenty-five amperes (225 amps), the breakers may be provided with non-interchangeable trip elements. For frame ratings above two hundred and twenty-five amperes (225 amps), the breakers shall be provided with interchangeable trip elements which can be replaced readily.
6. The trip rating of all circuit breakers shall not exceed 80% of frame rating.
7. Single pole circuit breakers for branch circuits shall have a frame size of no less than 100 amperes, and shall be rated at 125 volt A.C. with a minimum NEMA interrupting rating of 10,000 amperes, unless a higher rating is specified in the Specifications or indicated on the Contract Drawings. All 460/265V circuit breakers shall have a minimum 65 kAIC unless otherwise indicated on the contract drawings.
8. INVERSE TIME ACTION - The circuit breakers shall be dual element type, one element with time limit characteristics, so that tripping will be prevented on momentary overloads, but will occur before dangerous values are reached, the other with instantaneous trip action. Inverse time delay action shall be effective between a minimum tripping point of 125% of rating of breaker and an instantaneous tripping point between 600% and 700% of rated current.
9. CONSTANCY OF CALIBRATION - The tripping elements shall insure constant calibration and be capable of withstanding excessive short circuit conditions without injury.
10. CONTACTS shall be non-welding under operating conditions and of the silver to silver type.
11. TEMPERATURE RISE - Current carrying parts, except thermal elements shall not rise in temperature in excess of 30 degrees C. while carrying rated current at rated frequency.
12. NUMBERING - Each circuit breaker shall be distinctly numbered when installed in a group with other breakers. The calibration of trip element shall be indicated on each breaker.

13. All 200 kAIC circuit breakers shall be provided with in-line fuses with fuse tracks.

B. SAFETY SWITCHES

1. NEMA TYPE HEAVY DUTY ("HD") - When safety switches are permitted to be used for service entrance, motor disconnecting means or to control other types of electrical equipment, they shall be of the type HD of a rating not less than thirty amperes (30 amps). Enclosures shall be provided with means for locking. For ratings above sixty amperes (60 amps) terminals shall have double studs.

1.8 DISTRIBUTION CENTERS

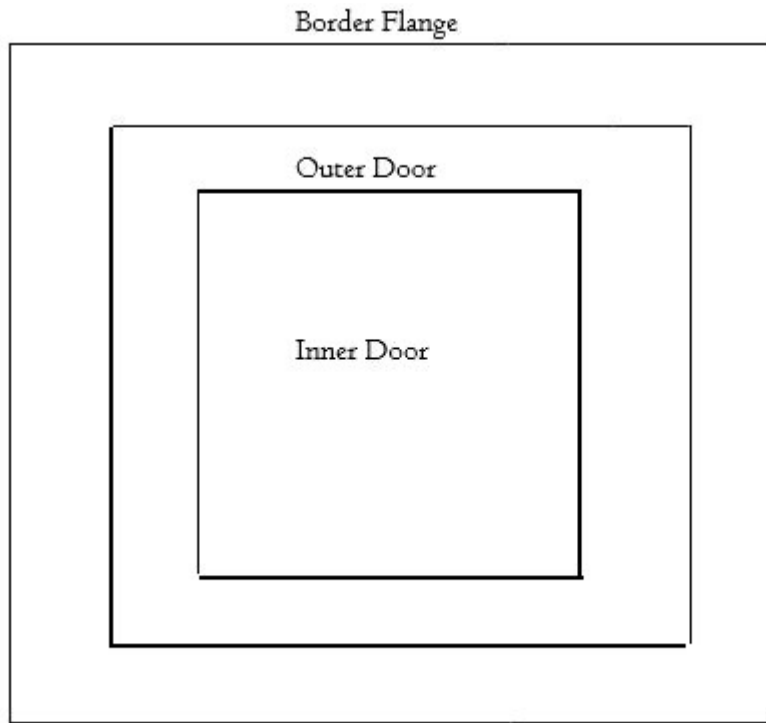
SCOPE--This Section sets forth the construction and installation procedure for Switchboards, Panel boards and Cabinets.

- A. PANELBOARDS - GENERAL TYPE - The panelboards shall be of the automatic circuit breaker type with individual breakers for each circuit, removable without disturbing the other units. Circuit breakers shall be in accordance with the requirements outlined under "Circuit Protective Devices."
- B. NUMBER AND RATING OF CIRCUIT BREAKERS - The Contract Drawings show a layout of each panel, giving the number, frame, size and trip setting of circuit breakers, number of branch circuits and spare breakers. Each branch circuit shall be distinctly numbered.
- C. BUS-BAR CONSTRUCTION AND SUPPORT - Panel Boards shall be of the dead front type and shall have bus bars and branch circuits designed to suit the system and voltage. Current carrying parts, exclusive of circuit breakers shall be copper and based on a maximum density of 1,000 amperes per square inch. Bus bars for the main switchboard shall be designed for the frame rating of the Service Breaker. Bus bars shall run up the center of the panel, unless otherwise indicated, and shall have connected thereto the various branch circuits. Unless otherwise specified, bus bars for each panel board shall be equipped with main lugs only, capacity as required on Contract Drawings. Where main protection is required automatic circuit breakers shall be used. A neutral bus of at least the same capacity as a live bus bar shall be provided for the connection of all neutral conductors. Each terminal shall be identified. All current carrying parts exclusive of circuit breakers shall be of copper with a minimum number of joints. The bus bar structure shall be a self supporting unit, firmly fastened to a half inch (1/2") plastic board, extending the full length and width of assembly which shall serve to insulate the bus structure from the back of panel box. Other methods affording equally effective bus structure support and insulation will be given consideration. An insulating barrier shall separate neutral bus from other parts of panel.
- D. CIRCUIT BREAKER ASSEMBLY - The entire circuit breaker and bus bar assembly shall be mounted on an adjustable metal base or pan, secured to the back of panel box. The panel shall have edges flanged for rigidity.
- E. PANEL MOUNTING - The panel shall be centered in the panel box to line up with door openings, set level and plumb and so that no live parts are exposed with door open.
- F. PANEL CABINET CONSTRUCTION AND SUPPORT
 1. Panel boxes shall be fabricated from No. 12 USSG sheet steel of no more than three piece construction, reinforced at the corners and with continuous welds. Boxes having a back whose area is larger than sixteen square feet (16 sq. ft.), shall be of No. 10 USSG sheet

steel and reinforced to provide ample stiffness and to prevent buckling. Boxes shall be of sufficient size to afford a clear gutter space on all sides, of not less than six inches (6").

2. PANEL CABINET INSTALLATION - When installed surface, or in panel closets, they shall be mounted on steel channel, supported from floor slab to ceiling slab.
 3. Where cabinets cannot be set entirely flush due to shallow walls or partitions or where cabinet is extra deep, the protruding sides of cabinet shall be trimmed with a metal or hardwood return molding of approved design, fastened to cabinet so as to conceal the intersection between the wall and cabinet.
- G. CABINET TRIM - Trim for both lighting and power panel boards shall be door-in-door type installation as depicted below in DETAIL "A" TRIM FOR LIGHTING AND POWER PANEL BOARDS. Construction details are to be as described in the following paragraphs.
1. CABINET TRIM - The trim and doors for lighting and power panels shall be made of No. 12 USSG full finish sheet steel, in one piece. Cabinet trim larger than sixteen square feet (16 sq. ft.) shall be made of No. 10 USSG. The inner door shall cover the circuit breaker section only, and be provided with substantial hinges. The outer door shall cover the entire gutter space and shall be attached to the border type flange with substantial hinge. Both doors, for power panels, shall be provided with a New York City Lock No. 511S, with key change to No. 47 and two keys. For lighting panels, the inner door shall be provided with a substantial catch. All hinges shall be of the concealed type. Locks shall be flush with trim or with rosette cover. In addition, for panels requiring doors over forty-eight inches (48") in height, furnish a vault handle and 3 point catch (or additional Yale S511 locks) arranged to fasten door at top, bottom and center.

42 pole panelboard shall have two (2) locks on the exterior door (one on top and one on bottom). Locks shall be Yale S511, or an approved equal, each provided with #47 key.
 2. The door shall close against a flange or rabbet to afford a dust tight fit. All space between the panel and the cabinet trim shall be closed by means of a sectional plate secured to the trim.



DETAIL "A" TRIM FOR LIGHTING AND POWER PANEL BOARDS

3. The border flange of the trim shall be fastened to the box with oval head screws finished to prevent corrosion, or with approved trim clamps.
 4. To facilitate installation of trim, a suitable angle iron shall be spot welded across the bottom of each trim, to carry the weight of the trim while the holding screws are being put in place.
- H. MOTOR CONTROL CENTERS - Motor centers shall be furnished by the Contractor as indicated in the Specifications or drawings, but shall be installed by the Electrical Contractor.
- I. NAMEPLATES - Nameplates where required, shall be made of engraved Lamicoid sheet, or an approved equal. Letters and numbers shall be engraved white on a black background. All Emergency Panels and ATS's shall have white lettering on red background. The contractor shall submit an engraved sample for approval as to design and style of lettering before proceeding with the manufacture of the nameplate. Nameplates shall be of suitable size and shall also be provided at the top of the switchboard or section thereof and on the trim at the top of all lighting and power panels. Similar nameplates shall also be provided for each distribution circuit breaker giving the breaker number, the number of the feeder, and the name of the equipment fed.
- J. SHOP DRAWINGS showing all details of boxes, panels, etc., shall be submitted for approval.
- K. DIRECTORIES - A directory consisting of a non corrosive metal frame, dimensions not less than 5" x 8" with a transparent window equal to plasticile, plexiglass or lucite not less than 1/16" thick, over cardboard or heavy paper, shall be fastened with brass screws. The directory shall be typewritten and show the number of each circuit, the name of circuit, lighting or equipment

supplied. The size of riser feeder shall be as indicated on directory. The dimensions of directory shall be submitted for approval for each size of panel.

1. CONSTRUCTION - Panel boxes, doors, and trim for installation in dry locations, shall be zinc coated after fabrication by the hot-dip galvanizing or electroplate process on inside and outside surfaces. In damp locations, panel boards shall be enclosed with gasket NEMA 3R type. Panel boards located outdoors or exposed to the weather shall be stainless steel.
2. PAINTING - Panel boxes, doors and trim shall receive a coat of approved priming paint and a second coat of approved paint in the field after installation. Paint shall be applied to the inside and outside of boxes and on both sides of trim. Panel trims and doors shall receive a third or finishing coat on the outside after installation. Approval as to texture and color must be obtained before the final coat is applied. All of the aforementioned painting is to be done by the Contractor who furnishes the boxes and trim. Where panel trims or boxes are installed on walls which are to be painted, the previously mentioned third or finishing coat of paint shall be included in the work of the Contractor who performs the general interior painting work.

1.9 MOTORS

SCOPE--This Section sets forth the general design, construction and performance requirements which shall apply to all motors furnished in any of the contracts.

- A. MOTOR DESIGN - All motors shall be designed to comply with the latest edition of the Energy Conservation Construction Code of New York State. Motors shall have standard NEMA frames and shall have nameplate ratings adequate to meet the specified conditions of operation. Motor performance under variable conditions of voltage and frequency shall be within the limits set in NEMA standards, unless modified in present Specifications. Motors shall be expressly designed for the hazard duty load, voltage and frequency as specified in the contract. All motor windings shall be copper. All motors intended to operate on a 208 volt system shall be designed and rated for 200 volts.
- B. MOTORS OF SAME MANUFACTURER - Unless expressly permitted otherwise by the Commissioner, all motors under the same Contract shall be manufactured by the same company. Exceptions may be granted in the case of motors of 1/4 hp rating and smaller, or for a motor that is an integral part of the equipment, with its housing especially built for this purpose.
- C. STANDARDS OF COMPARISON - In general, the best standard products of the leading motor manufacturers shall be considered as a standard for comparison. The requirements of the NEMA standards for motors and generators shall be deemed to contain the minimum requirements of performance and design.
- D. OBJECTIONABLE NOISES - Objectionable noises will not be tolerated and especially quiet motors may be required for certain specified locations. Such motors shall bear a nameplate lettered "Quiet Motor." Springs and slip rings shall be of approved non-ferrous material.
- E. BEARINGS
 1. Bearings, unless specified otherwise, shall be of the ball or roller type. Motors 1 hp and larger that are equipped with ball roller bearings shall also have lubrication of the pressure-relief greasing type. Each Contractor who furnishes four (4) or more such motors

shall also furnish, as part of its contract, a pressure grease gun of rugged design, of approximately ten ounce (10 oz.) capacity, complete with necessary adaptors. It shall also provide ten pounds (10 lbs.) of approved gun grease.

2. For any particular unit where sleeve bearings are deemed desirable, permission for their use may be granted by the Commissioner. Motors 1 hp and larger that are equipped with sleeve type bearings shall in addition to having protected accessible fittings for oiling, be provided with visible means for determining normal oil level. Lubrication shall be positive, automatic and continuous.
- F. MOTOR TERMINALS AND BOXES - Each motor shall be furnished with flexible leads of sufficient length to extend for a distance of not less than three inches (3") beyond the face of the conduit terminal box. This box shall be furnished of ample size to make and house motor connections. These requirements shall be met irrespective of any other standards or practices. Size of cable terminals and conduit terminal box holes shall be subject to approval. For motor 5 hp or larger, each terminal shall come with two (2) cast or forged copper pressure type connectors, with bolts, nuts and washers. For motors of smaller ratings, connectors of other acceptable types may be furnished. For installations exposed to the weather or moist locations, terminal boxes shall be of cast iron with threaded hubs and gasket covers. Cover screws shall be of non-corrosive material.
- G. MOTOR TEMPERATURE RISE - The motor nameplate temperature rises for the various types of motor enclosures shall be as listed below:
1. Open Frame 40 degrees C.
 2. Totally enclosed and enclosed fan cooled 55 degrees C.
 3. Explosion proof and submersible 55 degrees C.
 4. Partially enclosed and drip proof 40 degrees C.
 5. The temperature of the various parts of a motor shall meet the requirements of NEMA standards for the size and type of the motors. Tests for heating shall be made by loading the motor to its rated hp and keeping it so loaded for the rated time interval or until the temperature becomes constant.
- H. SPECIAL CODE INSTALLATIONS - Electrical installations covered by special City rulings and regulations shall comply in design and safety features with the applicable codes, regulations and rulings, and shall be furnished and installed complete with all accessories and safety devices as therein specified.
- I. MOTORS ON LIGHTING PANELS - The largest A.C. motor permitted on branch circuits of lighting panels shall not exceed 1/4 hp.
- J. MOTORS RATED 1/2 hp and larger shall be polyphase.
- K. TESTS
1. FACTORY INSPECTION - Electrical equipment and devices (except portable) not covered by standard specifications or tests herein prescribed shall be inspected and witnessed on test at the factory, the tested equipment being completely assembled and connected under conditions approved by the Commissioner as equivalent to the actual working conditions. Suitability and ruggedness of the design for the specified purpose will be a condition for acceptance.

2. SHOP TESTS to determine the load performance of motors shall be made in accordance with Standard C-50, of the ASA. Motors shall meet the requirements of C-50 for insulation resistance, dielectric strength, efficiency and temperature rise. Efficiency (and power factor for A.C. motors) shall be established for 50, 75 and 100 percent of rated horsepower but for motors of 100 hp or larger, the 125 percent loading shall be included.
 3. TEST REPORTS - The result of shop tests shall be submitted to the Commissioner for approval, and shall be on forms approved by the City. The evaluated test data shall include a signed statement confirming the fact that the equipment meets the requirements of the standards of performance.
 4. MANNER OF TEST - For motors of 100 hp or smaller, check tests against complete tests of similar motors will be accepted; for motors larger than 100 hp complete tests for each motor furnished shall be made, and certified test data sheets shall be submitted for approval, unless shop tests are required by the Detailed Specifications.
 5. PREFERRED METHODS - The efficiency of fractional hp motors shall be determined by the input-output method; for larger motors up to and including 100 hp, the separate loss method as specified in ASA Standards C-50 will be accepted unless otherwise required in the Specifications.
- L. SPARE PARTS - The Contractor who furnishes motors, including fractional hp, shall provide the following spare parts and accessories in connection therewith:
1. BRUSHES - One (1) additional set of brushes for each motor equipped with them.
 2. BEARINGS - For each group of three and fraction thereof, of each type and size of motor, the Contractor shall furnish one (1) set of extra bearing linings or ball or roller bearings. Where less than three of any type of motor is involved, one (1) set of extra bearings shall be furnished.
 3. SPRINGS - One (1) set of brush springs used in slip ring motor or universal type motors.
 4. WRAPPER MARKING - All parts shall be delivered neatly and securely wrapped and boxed, plainly tagged and marked for identification and reordering.

1.10 MOTOR CONTROL EQUIPMENT

SCOPE--This Section sets forth the requirements for motor controllers and associated devices which are applicable to all contracts under which motor control equipment is furnished or installed.

- A. MANUFACTURER - All control equipment furnished under one contract shall be the product of a single manufacturer. Exceptions to this rule may be granted in the case of controllers for fractional hp motors driving special equipment, the various units of which have been engineered to obtain specific performance.
- B. CONTROL ITEMS REQUIRED - The Contractor who furnishes a motor shall also furnish therewith complete disconnecting, starting and control equipment as required by the detailed Specifications, the various code authorities and for the successful operation of the driven equipment. These items include circuit breaker, magnetic starter with overload protection and low voltage release or protection, push button stations, pilot lights and alarms, float, pressure, temperature and limit switches, load transfer switches, devices for manual operation, speed controllers, etc. The Contractor shall furnish as many of these items as are required for the successful operation of the driven unit.

1. Where a motor is to be located out of sight of the controller, the Contractor who furnishes the motor shall furnish an approved disconnecting means to be mounted near motor.
- C. TYPES OF STARTERS - A.C. motors of the squirrel cage type, rated from 1 to 30 hp shall have magnetic across the line starters; motors rated above 30 hp shall be furnished with solid-state starters to reduce inrush current. Size of starters shall be based on 200 Volts operation.
1. A.C. Motors of the slip-ring type shall be furnished with primary across the line starters interlocked with secondary starting and regulating equipment. The interlocking feature shall prevent starting of the motor when the secondary controller is off the initial starting point.
 2. For fractional hp motors, magnetic type starters are not required unless the particular method of controlling the driven equipment makes them necessary. Where individual single phase fractional horsepower motors or the sum of fractional horsepower motors controlled by an automatic device are 1/2 hp or more, magnetic starters and circuit breakers shall be used. Single phase A.C. motors smaller than 1/2 hp or three phase A.C. motors smaller than 1 hp where manual control is specified may be furnished with starters of toggle switch or push button type with inbuilt thermal protection. No additional disconnecting means is required to be furnished with this type of starter. This type of starter may also be used in series with automatic control devices such as thermostats, float and pressure switches, provided the individual motor or the sum of fractional horsepower motors is less than 1/2 hp. Means for manual operation shall be provided with all starters.
- D. DISCONNECTING BREAKER - All motor starters, unless otherwise specified shall be provided with a disconnecting means in the form of a circuit breaker of the type specified under "CIRCUIT PROTECTIVE DEVICES" of these General Conditions. This disconnecting means shall be contained in the same housing with the starter and shall be operable from outside. Means shall be provided for locking the handle of the circuit breaker in the "OFF" position if it is desired to take the equipment out of service and prevent unauthorized starting.
- E. CONTROL CABINET - DRY LOCATIONS - all starters shall be furnished with GENERAL PURPOSE, NEMA Type 1, sheet metal enclosures with hinged covers and baked enamel finish.
- F. CONTROL CABINET - WATERTIGHT - In Wet locations, cast iron watertight enclosures with threaded hubs, galvanized, and gasket hinged cover shall be provided.
1. PANELS - Motor control devices and appliances shall be mounted on approved insulating slabs with all wiring and connections made on the back of the slabs.
 2. WIRING AND TERMINALS - Wiring connections for currents of one hundred amperes (100 amps.) or less may be made with copper wire or cable with special flameproof insulating coverings. Such wires shall be installed in a neat workmanlike manner, flat against the slab, and held in place by clips. Connections shall be made with pressure connectors for No. 8 AWG and larger wires, and with grommets for small stranded wires. Except for incoming and outgoing main leads, all connections shall terminate on approved connector blocks which may be installed on the face of the slab. For small across the line starters the above requirements may be modified if satisfactory connections are provided.
 3. COPPER BUS - For currents exceeding one hundred amperes (100 amps.), copper bus shall be used in place of wires. The bus shall be constructed of copper rods, tubing or flat strap, bent and shaped properly and securely attached to the slab in a neat and workmanlike manner. The cross section of copper shall provide sufficient areas to keep current density at not more than one thousand amperes (1,000 amps.) per square inch.

- G. COOPERATION - The prime Contractor and sub-contractors who furnish electrically operated equipment shall give to the electrical sub-contractor full information relative to sizes and locations of apparatus furnished by them which require electrical connections.

Equipment being installed by the Contractor for Electrical Work shall be delivered to it by other Contractors in proper time and sequence so that it shall be able to meet its working schedule.

1. SPARE PARTS- Each Contractor shall furnish the following spare parts pertaining to equipment furnished by it:

One (1) set of contact fingers and springs and thermal elements for each three (or fraction) of each size of magnetic contactor starter.

One (1) holding coil for each three (or fraction) of each size of magnetic contactor starter.

2. WRAPPER MARKING - All parts shall be delivered to the Commissioner neatly wrapped and boxed and plainly tagged and marked for identification and reordering.

1.11 SCHEDULE OF ELECTRICAL EQUIPMENT

- A. The Contractor shall refer to the Contract documents for information relating to the schedule of electrical equipment.

ARTICLE 39 – INTENTIONALLY OMITTED

ARTICLE 40 - PROTECTION

- A. The Contractor shall provide and maintain all necessary temporary closures, guard rails, and barricades to adequately protect all individuals from possible injury. When removal of any of these items is required, the Contractor making this request shall be responsible for its replacement.

ARTICLE 41 – INTENTIONALLY OMITTED

ARTICLE 42 – INTERRUPTION/INTERFERENCE WITH BUILDING SERVICES, OPERATIONS AND/OR FACILITIES

- A. The building operates twenty-four (24) hours a day, seven (7) days a week. Toilet facilities, water, electricity, heat, air conditioning, and other building services must be operational at all times. Therefore, the Contractor shall not interfere with, or interrupt, building services without prior written authorization by the Commissioner, in her/his sole discretion. Any permitted interference or interruption shall be made as brief as possible and shall be carried out only at the time(s) previously stated and authorized by the Commissioner. The Contractor shall provide prior written notice of such intended interference or interruption to the Resident Engineer, building personnel, and to the Commissioner, at least ten (10) business days prior thereto.
- B. The building may be occupied by City employees and/or judicial/court personnel whose work cannot be interrupted or hindered. The Contractor shall avoid making unnecessary noise at all times, to the fullest extent possible, and noise that cannot be avoided shall be kept to a minimum. The Contractor shall therefore schedule its work to avoid noise interference, which is likely to affect the regular operations and routines of the building and its occupants. The Commissioner shall have the right to order such work done during other than regular working hours or on weekends in his/her sole discretion.
- C. As determined by the Commissioner in her/his sole discretion, if the performance of Contract Work may interfere with the operations of the building or its occupants and/or will require the temporary shutdown of one or more building services, the Commissioner may direct that the work in question and/or the temporary shutdown of building services be done during other than regular working hours or on weekends or at such other time(s) that the Commissioner determines will result in the least possible interference with building operations.
- D. The Contractor shall arrange to work continuously, including overtime if required, in order to ensure that any interference or interruption of building services, operations or routines shall take place only during the authorized time actually required to complete such Work.
- E. If the Contractor's Work interferes with access or egress to the building including but not limited to doors, ramps, escalators, elevators, and any other type of conveying system necessary to ensure compliance with the requirements of the Americans with Disabilities Act ("ADA"), the New York State Human Rights Law ("NYSHRL"), the New York City Human Rights Law ("NYCHRL"), and/or any other applicable law, rule or regulation, the Contractor, at its sole cost and expense, shall be responsible for ensuring compliance with such requirements until such Work is completed.
- F. Unless otherwise specifically set forth in the Specifications of the Contract, when Work is required pursuant to this Article 42 on evenings or weekends or it is otherwise required that overtime or premium time be paid to perform work pursuant to this Article 42 or otherwise, any and all such costs or expenses associated with such overtime or premium time shall be deemed included in the Contractor's bid price and shall be performed by the Contractor at no extra or additional cost or expense to the City.

ARTICLE 43 – INTENTIONALLY OMITTED

ARTICLE 44 – SPECIAL INSPECTIONS AND PROGRESS INSPECTIONS

- A. The Contractor shall inform the Commissioner and the Consultant, in writing, a minimum of fourteen (14) days in advance of concealing or covering with any other construction, all or any portion of the Work subject to special or progress inspection(s) in accordance with the rules and regulations of the DOB or any other regulatory body with jurisdiction over the Work then in effect, and shall not conceal or cover the Work without prior, written approval of DCAS and the Consultant. The Contractor shall be deemed to have included the time necessary to schedule and obtain approval(s) for Work subject to special and/or progress inspections in the Job Progress Chart the Contractor is required to prepare pursuant to Article 3 of these General Conditions.
- B. Where Work subject to special and/or progress inspections(s) is covered or enclosed by other construction prior to special and/or progress inspection without the prior written approval of the Commissioner and the Consultant as hereinabove set forth, such construction will be removed as necessary by the Contractor, at no additional cost to the City, to permit any and all appropriate and mandated inspection(s). Upon the completion of the special and/or progress inspection(s) and the determination that the inspected work is acceptable, all such work shall then be covered and enclosed by the new construction at no additional cost to the City and any delay in the completion of the Work occasioned thereby shall not be cited by the Contractor for the purposes of claiming delay damages, but may be considered by the City for purposes of assessing liquidated damages in accordance with the Contract.

ARTICLE 45 - COMMISSIONING

- A. This Project will be commissioned by an independent third party under separate contract with the City of New York. Commissioning shall be in accordance with ASHRAE and USGBC LEED procedures, and specific commissioning requirements of the Project Specifications, whichever is more stringent. The Contractor shall fully cooperate with the Commissioning Agent (also referred to as the "Commissioning Authority" or "CxA") and provide whatever assistance is required, at no additional cost to DCAS.

B. CONTRACTOR'S RESPONSIBILITIES RELATED TO COMMISSIONING:

As a member of the Commissioning Team, the Contractor and subcontractor(s) shall assign representatives with expertise and authority to act on behalf of the Contractor and its subcontractor(s) and schedule them to participate in and perform commissioning team activities including, but not limited to, the following:

1. Participate in scheduled construction-phase coordination and commissioning team meetings.
2. Integrate and coordinate commissioning process activities with the construction schedule.
3. Review and accept commissioning process test procedures provided by the CxA.
4. Review and accept construction checklists provided by the CxA.
5. Perform testing required in the Commissioning Schedule as per the Commissioning Process test procedures provided by the CxA.
6. Complete installation checklists as Work is completed and return to CxA through the Resident Engineer.
7. Cooperate with the CxA for resolution of issues recorded in the Issues Log (provided by CxA).
8. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
9. Submit As-Built documents, operation and maintenance manuals for systems and subsystems, and equipment in accordance with Article 4 of these General Conditions.
10. Provide orientation sessions for operation and maintenance personnel (sessions will be video recorded by the CxA) in accordance with the Specifications.

C. COMMISSIONING DOCUMENTATION

The Contractor shall assist the CxA in the development and compiling of the following Commissioning Documentation:

1. Test Checklists: The CxA will develop test checklists for each system, subsystem, or equipment including interfaces and interlocks, and include a separate entry, with space for

comments, for each item to be tested. The CxA will prepare separate checklists for each mode of operation and provide space to indicate whether the mode under test responded as required. Space will be provided for testing personnel to sign off on each checklist. Specific checklist content requirements are specified in other sections of the Project Specifications.

2. Inspection Checklists will be signed by the Contractor, Subcontractor(s), Installer(s), and CxA certifying that systems, subsystems, equipment, and associated controls are ready for testing.
3. Corrective Action Documents: The CxA will document corrective action taken for systems and equipment that fail tests and include required modifications to systems and equipment and revisions to test procedures, if any. The Contractor shall retest systems and equipment requiring corrective action. The CxA will document retest results.

ARTICLE 46 - APPROVAL OF REQUISITIONS

- A. No requisitions submitted by the Contractor shall be deemed a proper invoice as defined in the PPB Rules and approved for payment unless the Contractor provides adequate documentation with its requisition that demonstrates that the invoiced work has actually been performed, e.g. supplier invoices, photographs, or any other form of proof that DCAS finds satisfactory in its sole discretion.
- B. Such documentation must be provided with a requisition for the Work submitted no more than sixty (60) days after the work was performed.
- C. If the Contractor fails to provide such documentation within the requisite timeframe, the Contractor shall be solely responsible for any and all costs incurred by DCAS to confirm that the invoiced work was actually performed, including but not limited to the cost of uncovering and then closing up concealed work. Notwithstanding the foregoing, if such documentation is not timely provided, DCAS further reserves the right, in its sole discretion, to disapprove all or any part of a requisition where the purportedly performed Work cannot be verified to its satisfaction. Refer to ARTICLE 49 - PAYMENTS AND BILLING for detailed requirements.

ARTICLE 47 - SHOP DRAWING AND MATERIAL SAMPLES SCHEDULE

- A. To enable construction to be transacted in an orderly and expeditious manner, the Contractor at the kick off meeting shall review the "SHOP DRAWING LOG/SCHEDULE", included in this Article, with the Commissioner and the Consultant. It shall be the responsibility of each contractor to complete columns "SUB. (SUBMISSION) DATE", "REQ'D (REQUIRED) DEL (DELIVERY) DATE" and "FABRIC (FABRICATION) TIME" on this schedule within ten (10) days subsequent to the kick off meeting.
- B. The DCAS Project Manager for this Project will coordinate and review the data submitted by various contractors, and amend as necessary, and approve. Upon acceptance, the Project Manager will date and sign the schedule as received, and transmit it to the Consultant, and Contractor and Resident Engineer within DCAS.
- C. Thereafter, this schedule will be subject to the relevant provisions of the Agreement and will be strictly adhered to by the Contractor.

SHOP DRAWING LOG

CONSULTANT: Urbahn Architects
TELEPHONE NUMBER: 212.239.0220
DCAS PROJECT MANAGER: William Doran
TELEPHONE NUMBER: 212.386.0311

DATE: _____
APPROVED: _____
(DCAS Project Manager)

REPORT DATE		FMS ID #/PROJECT ID #: CONTRACT REGISTRATION #: PROJECT NAME:							CONTRACT #: Contract 1 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
03 30 00	Cast-In-Place Concrete	X															
03 54 16	Cement Leveling Compound				X												
05 01 70	Decorative Metal Restoration	X															
05 12 10	Architectural Structural Steel	X	X		X												
05 31 00	Steel Decking	X	X		X												
05 50 00	Miscellaneous Metal		X		X												

REPORT DATE		FMS ID #/PROJECT ID #: CONTRACT REGISTRATION #: PROJECT NAME:							CONTRACT #: Contract 1 TRADE SHOP DRAWING LOG SHEET # :								
SPEC. SECT.	DESCRIPTION	COORD. WITH CONTR.	SUBMITTAL			SUB. DATE	REQ'D DEL.	FABRIC. TIME	SUBMISSIONS								
			SHOP DWG.	SAI	CAT. CUTS				REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
05 51 00	Steel Pan Stairs	X	X		X												
05 52 10	Stel Pipe & Tube Railings	X	X		X												
05 70 00	Ornamental Metals	X	X		X												
06 20 00	Carpentry				X												
06 40 23	Architctural Woodwork	X	X	X	X												
07 21 00	Thermal Insulation	X			X												
07 27 00	Vapor Perméable Air Barrier Liquid Membrane	X			X												
07 55 65	Cold Fluid Applied Membrane Roofing	X	X	X	X												
07 62 00	Sheet Metal Work	X	X		X												
07 81 00	Sprayed Fire Resistive Materials				X												

REPORT DATE		FMS ID #/PROJECT ID #:						CONTRACT #: Contract 1 TRADE: SHOP DRAWING LOG SHEET										
SPEC.		DESCRIPTION		COORD.	SUBMITTAL		SUB.	REQ'D	FABRIC.	SUBMISSIONS								
SECT.				WITH CONTR.			DATE	DEL.	TIME									
					SHOP DWG.					REC'D	RET'D	ACTION		RET'D	ACTION	REC'D	RET'D	ACTION
07 84 13	Firestops & Smoke seals			X		X												
07 92 00	Joint Sealants			X	X	X												
08 11 13	Hollow Metal Door & Frames	X		X		X												
08 14 16	Wood Doors			X	X	X												
08 31 13	Access Doors	X		X														
08 41 23	Glazed Fire Rated Door & Framing System	X		X	X	X												
08 51 13	Aluminum Windows	X		X	X													
08 63 00	Metal Framed Skylights			X	X	X												
08 71 00	Door Hardware	X		X	X	X												
08 80 00	Glass & Glazing			X	X	X												
09 06 10	Interior Stone Restoration				X	X												

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SPEC.		DESCRIPTION	COORD.	SUBMITTAL			SUB.	REQ'D	FABRIC.	SUBMISSIONS								
SECT.			WITH CONTR.				DATE	DEL.	TIME									
				SHOP DWG.	SAMPLE	CAT. CUTS				REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
09 29 00	Gypsum Drywall			X	X	X												
09 30 00	Ceramic Tile				X	X												
09 51 13	Acoustical Panel Ceilings	X		X	X	X												
09 65 19	Resilient Tile Flooring				X	X												
09 65 36	Static Dissipative Resilient Flooring				X	X												
09 66 23	Epoxy Terrazzo			X	X	X												
09 68 13	Carpet tile				X	X												
09 72 00	Wall Covering			X	X	X												
09 75 00	Interior Stone Cladding			X	X	X												
09 77 13	Stretched Fabric Wall System			X	X	X												
09 84 33	Acoustic Wall Panels			X	X	X												
09 84 36	Acoustic Baffles			X	X	X												

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
09 91 00	Painting & Finishing			X	X												
10 14 00	Signage	X	X	X	X												
10 14 23	Room Panel Signage	X	X	X	X												
10 21 13	Solid Phenolic Toilet Partitions	X	X	X	X												
10 21 16	Shower Compartments		X	X	X												
10 22 01	Glass Partition System		X	X	X												
10 22 19	Demountable Partitions	X	X	X	X												
10 28 00	Toilet Accessories		X		X												
10 44 16	Fire Extinguishers & Cabinets			X	X												
11 31 00	Residential Appliances				X												
12 24 13	Window Shades	X	X	X	X												

REPORT DATE		FMS ID #/PROJECT ID #: CONTRACT REGISTRATION #: PROJECT NAME:							CONTRACT #: Contract 1 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
12 36 61	Engineered Quartz Countertops		X	X													
21 00 00	Common Work Results for Fire Protection	X	X	X	X												
21 05 03	Pipes & Tubes for Fire Suppression Piping				X												
21 05 04	Valves for Fire Suppression				X												
21 05 05	Hangers, Supports & Anchors for Fire Suppression				X												
21 05 16	Expansion Fittings & Loops for Fire Suppression				X												
21 05 48	Noise & Vibration Controls for Fire Suppression				X												
21 12 00	Fire-Suppression Standpipes	X	X	X	X												
21 13 13	Wet-Pipe Sprinkler Systems	X	X		X												
21 30 00	Special Service Fire Pumps	X	X		X												
22 00 00	Common Work Results for Plumbing	X	X	X	X												

REPORT DATE		FMS ID #/PROJECT ID #:						CONTRACT #: TRADE: SHOP DRAWING LOG SHEET #									
		CONTRACT REGISTRATION #: PROJECT NAME:															
SPEC.	DESCRIPTION	COORD.	SUBMITTAL			SUB.	REQ'D	FABRIC.	SUBMISSIONS								
SECT.		WITH CONTR.				DATE	DEL.	TIME									
			SHOP DWG.	SAMPLE	CAT. CUTS				REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
22 05 03	Pipes & Tubes for Plumbing & Equipment				X												
22 05 16	Expansion Fittings & Loops for Plumbing Piping				X												
22 05 23	General Duty Valves for Plumbing Piping				X												
22 05 29	Hangers & Supports for Plumbing Piping & Equipment				X												
22 07 19	Plumbing Piping Insulation	X	X	X	X												
22 11 00	Facility Water Distribution Piping	X	X		X												
22 13 00	Facility Sanitary Sewerage		X		X												
22 14 00	Facility Storm Drainage		X		X												
23 05 00	General Mechanical Requirements	X	X														
23 05 03	Pipes & Tubes for HVAC Piping & Equipment		X		X												

REPORT DATE		FMS ID #/PROJECT ID #:							CONTRACT #: Contract 1								
		CONTRACT REGISTRATION #:							TRADE: SHOP DRAWING LOG SHEET								
		PROJECT NAME:															
SPEC.	DESCRIPTION	COORD.	SUBMITTAL			SUB.	REQ'D	FABRIC.	SUBMISSIONS								
SECT.		WITH CONTR.				DATE	DEL.	TIME									
			SHOP DWG.	SAMPLE	CAT. CUTS				REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
23 05 13	Common Motor Requirements for HVAC				X												
23 05 14	Motor Controls		X														
23 05 16	Expansion Fitting & Loops		X		X												
23 05 23	General Duty Valves for HVAC Piping				X												
23 05 29	Hangers & Supports for HVAC Piping & Equipment		X		X												
23 05 48	Noises & Vibration Controls for HVAC Piping & Equipment																
23 05 53	Identification for HVAC Piping & Equipment		X		X												
23 05 93	Testing Adjusting & Balancing for HVAC	X															
23 07 00	Insulation for HVAC Work		X		X												
23 09 00	Instrumentation & Controls for HVAC Work		X		X												

REPORT DATE		FMS ID #/PROJECT ID #:							CONTRACT #: Contract 1 TRADE: SHOP DRAWING LOG SHEET #								
CONTRACT REGISTRATION #: PROJECT NAME:																	
SPEC.	DESCRIPTION	COORD.	SUBMITTAL			SUB.	REQ'D	FABRIC.	SUBMISSIONS								
SECT.		WITH CONTR.				DATE	DEL.	TIME									
			SHOP DWG.	SAMPLE	CAT. CUTS				REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
23 21 16	Hydronic Piping Specialties		X		X												
23 21 23	Hydronic Pumps	X	X		X												
23 22 16	Steam & Condensate Piping Specialties		X		X												
23 23 00	Refrigerant Piping		X		X												
23 25 00	Water Treatment for HVAC		X		X												
23 31 00	Ductwork & Casing		X		X												
23 33 00	Duct Accessories		X		X												
23 34 00	Fans		X		X												
23 36 00	Air Terminal Units		X		X												
23 37 00	Air Outlets & Inlets		X		X												
23 57 00	Heat Exchange for HVAC		X		X												
23 73 00	Central Station Air Handling Units	X	X		X												

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SECT.		WITH CONTR.				DATE	DEL.	TIME									
			SHOP DWG.	SAMPLE	CAT. CUTS				REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
23 81 43	Variable Refrigerant System – Heat Recovery	X	X		X												
23 82 00	Convection Heating & Cooling Units		X		X												
26 05 00	General Electrical Requirements	X	X	X													
26 05 19	Low Voltage Electrical Power Conductors & Cables	X			X												
26 05 26	Grounding & Bonding for Electrical Systems				X												
26 05 33	Raceway & Boxes for Electrical Systems				X												
26 05 34	Floor Boxes for Electrical Systems				X												
26 05 53	Identification of Electrical Systems				X												
26 05 73	Overcurrent Protective Device Coordination Study				X												
26 09 43	Central Lighting Controls				X												

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		CONTRACT REGISTRATION #: PROJECT NAME:						TRADE: SHOP DRAWING LOG SHEET #									
SPEC.	DESCRIPTION	COORD.	SUBMITTAL			SUB.	REQ'D	FABRIC.	SUBMISSIONS								
SECT.		WITH CONTR.				DATE	DEL.	TIME									
			SHOP DWG.	SAMPLE	CAT. CUTS				REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
26 22 00	Low Voltage Transformers				X												
26 24 16	Panelboards	X			X												
26 27 26	Wiring Devices				X												
26 28 13	Fuses				X												
26 28 19	Enclosed Switches	X			X												
26 28 23	Enclosed Circuit Breakers	X			X												
27 41 00	Common Work for Results Audiovisual Systems	X			X												
27 41 16 .01	Integrated Audiovisual Systems & Equipment	X			X												
27 50 00	Security Management & Access Alarm System				X												
28 31 00	Common Work for Fire Detection & Alarm System	X			X												

ARTICLE 48 – WORK PROCEDURE

- A. The Contractor shall comply with all reporting requirements as set forth by all applicable federal, State and local Laws, rules and regulations, and all modifications, revisions and additions thereto including, without limitation, maintenance of accurate records. The Contractor shall also maintain hard-copies of all reports required for inspection by DCAS and shall provide access to these reports to DCAS no later than three (3) business days from DCAS' request for such access.
- B. The Contractor shall follow all directions provided by DCAS during performance of the Work.
 - 1. The Contractor shall refer all questions to DCAS it may have relating to the Contract and the Work, as well as all communications and requests it may receive from other agencies and personnel from other agencies regarding the Contract and/or the Work.
- C. At the start of the Contract and prior to commencement of any Work, the Contractor shall complete and submit to DCAS all forms required to produce laminated photo identification ("ID") badges, each bearing the worker's name, trade, employer's name and the employment start date, and any other information and documentation required for access to the Facility as required by DCAS in its sole discretion. DCAS Security shall perform a background check on all of the Contractor's workers and issue the IDs. Each worker shall wear her or his ID badge at all times while performing Work at the Facility. The Contractor shall be responsible for all badges throughout the course of the Contract and shall return all badges to DCAS Security upon completion of the Work. In the event an ID badge is lost or misplaced, the Contractor shall pay any and all costs and expenses necessary to replace it. These costs and expenses shall be deducted from the Contractor's next payment.
- D. When a situation warrants immediate attention, as determined by DCAS, in its sole discretion, the Contractor shall respond within one (1) hour of being notified of the emergency condition verbally or in writing by DCAS.
- E. Where applicable, the Contractor shall comply with the most recently issued version of the PLA in force at the commencement of the Work.
- F. The Contractor shall provide all equipment including, but not limited to, scaffolding and ladders, that are required for proper execution of the Work, and in accordance with all federal, State and local Laws, rules and regulations and all modifications, revisions and additions thereto. All of the Contractor's representatives shall arrive at each Work site equipped with all tools, Materials and parts that could reasonably be expected to be used and are common to the practices of the trade. The Contractor shall ensure that all of its equipment is properly secured when in use and stored; any loss and/or damage to such equipment shall be borne solely by the Contractor.
- G. All Materials, equipment and appliances used at, or brought to, the Facility by the Contractor may be examined and checked by DCAS, within its sole discretion, to verify that only Materials, equipment and appliances acceptable to DCAS are utilized.
- H. Should the Contractor wish to substitute any Materials during the term of the Contract, the Contractor shall provide to DCAS in writing, a minimum of thirty (30) days prior to the date of the Contractor's intended use of the substitute Materials, the proposed Approved Equals, all relevant specifications, and all documents requested by DCAS, in its sole discretion.

- I. The Contractor shall be responsible for its staff's parking; costs associated therewith shall be deemed to be included in the bid price.
- J. The Commissioner reserves the right to use the Agency's own forces to remove the Contractor's rubbish, etc. if the Commissioner determines, in her or his sole discretion, that the Contractor is failing to promptly remove rubbish, etc., is delaying the progress of the Project or interfering with building operations, or for such other reason as the Commissioner deems appropriate.
 - 1. In the event DCAS uses its own forces to remove the Contractor's rubbish, etc., any cost or expense including, without limitation, personnel costs incurred by DCAS for such removal, shall be deducted from the Contractor's next requisition. If DCAS determines, in its sole discretion, to use its own forces for this purpose, DCAS shall provide the Contractor with twenty-four (24) hours' prior notice, in order to afford the Contractor an opportunity to comply with the requirements of this Article.
- K. Utilities: Except as specifically provided in Article 14, DCAS will provide utilities required by the Contractor at the Facility.
- L. Work Day Accountability: The labor work hours shall be calculated beginning at the time the Contractor and its representatives (including staff and workers) arrive at the Work Site with sign-in on the DCAS Contractor's Time Sheet and/or check-in with the Facility to perform Work, and ending at the time of their departure with sign-out on the DCAS Contractor's Time Sheet and/or check-out with authorized DCAS representative at the Facility. Work hours shall not include travel time to and from the work site. At the day, the Contractor shall comply with the following procedures:
 - 1. Prior to signing out from the Facility, provide the authorized DCAS representative at the Work Site with a copy of the DCAS Contractor's Time Sheet for each visit; and
 - 2. Provide to DCAS all additional information and documentation as may be required by DCAS, in its sole discretion, within two (2) business days of DCAS requesting such information and documentation, or sooner as determined by DCAS, in its sole discretion.
- M. Where there is a delay in receiving parts or substitutes and it is necessary for the Contractor or its representatives to make multiple visits to the Facility, the Contractor shall indicate on the DCAS Contractor's Time Sheet time actually spent at the Work Site solely in connection with the Work.
- N. No final payment shall be made unless the above requirements have been met to the satisfaction of DCAS, in its sole discretion.
- O. If DCAS determines, in its sole discretion, that the Contractor's work has failed to conform with these General Conditions, DCAS may direct the Contractor to cease work operations.
 - 1. The Contractor shall, upon receipt of verbal or written notification from DCAS to cease work operation, immediately comply.
 - 2. Thereafter, upon DCAS' direction in its sole discretion, the Contractor shall dismantle and remove all incorrect work and re-do the Work to DCAS' satisfaction and in compliance with the Contract, at no additional cost to DCAS.

- P. The City of New York is tax exempt from New York State and local sales and use taxes as noted in the Agreement. The Contractor shall file with the State all appropriate forms in regard.

ARTICLE 49 - PAYMENTS AND BILLING

- A. The Contractor shall submit payment requisitions (invoices) for all completed Work to DCAS on a monthly basis via PASSport system. Training will be made available to submit invoices in PASSPort. The payment requisitions shall be submitted as directed by DCAS, for review and acceptance. All payment requisition packages shall consist of one (1) complete copy of all information and proof listed in this Article and the Contract package.
- B. The Contractor shall submit all payment requisitions within sixty (60) days of completing work; however, the Contractor shall submit a payment requisition only once every thirty (30) days. Failure to promptly submit a payment requisition may result in delayed payments or non-payment. The City of New York may only pay for work that can be verified as being satisfactorily completed. Substantial Completion will not be granted absent submission by the Contractor to DCAS of all filings and proofs of compliance and acceptance of the work by the DOB, and As-Builts, if required.
- C. The Contractor's workers shall be paid no less than the rate stated for each trade in the Prevailing Wage Schedule, and any subsequent modifications thereto made by the Comptroller of the City of New York.
- D. No payment requisition submitted by the Contractor shall be deemed a proper invoice or approved for payment unless the Contractor provides documentation with its requisition that demonstrates that the invoiced Work has actually been performed, and such documentation is determined to be adequate by DCAS within its sole discretion. Payment requisitions shall at a minimum, meet the following criteria in order to be deemed a proper invoice. Any forms filled out by hand will not be accepted.:
 - a. Requisition coversheet stating the Company's Name, Contract Number, Project ID, Payment Number, Location, Scope of Work and the Dollar Amount Being Billed in relation to the Bid Sheet;
 - b. Invoice(s), as required by this Contract;
 - c. Photographs (of the given area prior to commencement of Work and after completion of Work, where required by DCAS);
 - d. Company licenses (if applicable);
 - e. Include proof of insurance for the duration of the Contract, including extensions;
 - f. Certificate of Contractor to the Comptroller (form provided to Contractor by DCAS);
 - g. Certificate of Compliance with Non-Discrimination provisions of the Contract (form provided to the Contractor by DCAS);
 - h. Certified Payroll Report issued by the City of New York – Office of the Comptroller, Bureau of Labor Law, for the period for which payment is being requested;
 - i. Timesheets including, without limitation, DCAS's daily sign-in sheets and DCAS Contractor's Time Sheet (where applicable), containing daily Work descriptions and signed by the Contractor's on-site workers and DCAS;
 - j. All written schedules of Work;
 - k. DCAS payment sheets Part A & B forms (the Contractor shall submit both forms with

each payment requisition);

- I. Contractor's Daily Reports - a copy of the Contractor's Daily Reports described in Article 27 for all days falling during period for which payment is being requested; and
 - m. An up to date copy of the Job Progress Chart (Schedule) as described in Article 3.
- E. If the Contractor fails to provide adequate documentation with its payment requisition within the requisite timeframe, the Contractor shall be solely responsible for any and all costs incurred by DCAS to confirm that the invoiced Work was actually performed including, but not limited to, the cost of uncovering and then closing up concealed Work. Notwithstanding the foregoing, if such documentation is not timely provided, DCAS further reserves the right, in its sole discretion, to disapprove all or any part of a requisition where the purportedly performed Work cannot be verified to its satisfaction.
- F. The Contractor shall fill out all forms completely. Failure to comply with this requirement will lead to a delay in processing, or the return of the payment requisition to the Contractor.
- G. Reasons for Rejection of Application or Reduction in Line Items, include, but are not limited to:
 - 1. Overstatement of work performed.
 - 2. Absence of invoices and other requirements for stored material.
 - 3. Absence of statement regarding extension of time.
 - 4. Absence of Contractor's Daily Reports and other required materials.
 - 5. Untimely delivery to the Consultant and the Commissioner.
 - 6. General Conditions work excessively beyond percent of work complete.
- H. Off Site Stored Materials:
 - 1. No Payments will be approved for off-site stored materials without full compliance with the requirements set forth in Article 2, Section (D) in these General Conditions.
- I. The City may request that the Contractor start submitting invoices relating to this Contract through the City's PASSPort System. Upon receipt of such request from the City, the Contractor agrees that it would commence submitting invoices relating to this Contract through the PASSPort System. Training will be made available to process invoices in PASSPort.

ARTICLE 50 – WORK BY OTHERS

- A. DCAS reserves the right, in its sole discretion, to perform any of the Work described herein using City personnel, Materials and equipment, during the term of the Contract. Cost of such Work will be deducted from the total amount of the Contract.
- B. DCAS reserves the right, in its sole discretion, to furnish parts or Materials to the Contractor and direct the Contractor to install them, and the Work will be negotiated and paid for as a Change Order.

ARTICLE 51– REMEDIES

- A. In the event that the Contractor fails to complete the Work for 25th Floor Construction within the deadlines set forth in the Contract and all related DCAS approved work schedules due to delay caused by the Contractor, the Contractor will be responsible for the actual and reasonable costs of having to engage a new contractor to finish the Work.
- B. The expenses set forth in this Article may be discharged, at DCAS' option, as deductions against any pending invoice of the Contractor, whether tendered under this Agreement, or any other agreement, contract or work order between the Contractor and the City of New York. All such amounts that are not so deducted will be paid to DCAS by the Contractor upon written demand.
- C. This provision is inapplicable in cases where the appearance of delay is consequential to compliance with DCAS' instructions, procedural understandings with the Contractor, and other terms, provisions, and conditions of this Agreement. In no event will the Contractor be held liable for any delays which are due to DCAS' failure to perform; in such case, the delivery date may be adjusted to reflect a DCAS-precipitated delay.

ARTICLE 52 – AUDITS, REPORTS, AND INVESTIGATIONS

- A. Books and Records - The Contractor agrees to maintain separate and accurate books, records, and other documents including, without limitation, all vouchers or invoices presented for payment and the books, records and other documents upon which such vouchers or invoices are based such as reports, cancelled checks, account statements, and all other similar material as may be specified in this Article or any other provision of this Contract as defined in Article 77 of the Standard Construction Contract (collectively, the “Documents” as used in this Article), and to utilize appropriate accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.
- B. Retention of Records – The Contractor agrees to retain all Documents for six years after the final payment or termination of this Contract, or for a period otherwise prescribed by Law, whichever is later. In addition, if any litigation, claim, or audit concerning this Contract has commenced before the expiration of the six-year period, the Documents must be retained until the completion of such litigation, claim, or audit. Any Documents that are created in an electronic format in the regular course of business may be retained in an electronic format. Any Documents that are created in the regular course of business as a paper copy may be retained in an electronic format provided that the records satisfy the requirements of New York Civil Practice Law and Rules (“CPLR”) 4539(b), including the requirement that the reproduction is created by any process “which does not permit additions, deletions, or changes without leaving a record of such additions, deletions, or changes.” Furthermore, the Contractor agrees to waive any objection to the admissibility of any such Documents on the grounds that such Documents do not satisfy CPLR 4539(b).
- C. Audit
1. This Agreement and all books, records, documents, and other evidence required to be maintained or retained pursuant to this Agreement, including all vouchers or invoices presented for payment and the books, records, and other documents upon which such vouchers or invoices are based (e.g., reports, cancelled checks, or similar material), are subject to audit by (i) the City, including the Comptroller, the Department, and the Department’s Office of the Inspector General, (ii) the State, (iii) the federal government, and (iv) other persons duly authorized by the City. Such audits may include examination and review of the source and application of all funds whether from the City, the State, the federal government, private sources, or otherwise.
 2. Audits by the City, including the Comptroller, the Department, and the Department of Investigation, are performed pursuant to the powers and responsibilities conferred by the Charter and the Admin. Code, as well as all orders, rules, and regulations promulgated pursuant to the Charter and Admin. Code.
 3. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Contract as may be required by the Department and by the Comptroller in the exercise of his/her powers under Law.
 4. The Contractor shall not be entitled to final payment until the Contractor has complied with the requirements of this Article.

D. Inspection

1. At any time during the Contract or during the record retention period set forth this Article, the City, including the Department and the Department Of Investigation, as well as City, State and federal auditors and any other persons duly authorized by the City shall, upon notice, have full access to and the right to examine and copy all Documents maintained or retained by or on behalf of the Contractor pursuant to this Article and the Standard Construction Contract. Notwithstanding any provision herein regarding notice of inspection, all Documents of the Contractor kept pursuant to this Contract shall be subject to immediate inspection, review, and copying by the Department of Investigation and/or the Comptroller without prior notice and at no additional cost to the City. The Contractor shall make such books, records and other documents available for inspection in the City of New York or shall reimburse the City for expenses associated with the out-of-City inspection.
2. The Department shall have the right to have representatives of the Department or of the City, State or federal government present to observe the services being performed. If observation of particular services or activity would constitute a waiver of a legal privilege or violate the Law or an ethical obligation under the New York Rules of Professional Conduct for attorneys, National Association of Social Workers Code of Ethics or other similar code governing the provision of a profession's services in New York State, the Contractor shall promptly inform the Department or other entity seeking to observe such work or activity. Such restriction shall not act to prevent government representatives from inspecting the provision of services in a manner that allows the representatives to ensure that services are being performed in accordance with this Agreement.
3. The Contractor shall not be entitled to final payment if the Contractor has refused to comply with any demand made under this Article.

E. No Removal of Records from Premises - Where performance of this Contract involves use by the Contractor of any City books, records, documents, or data (in hard copy, or electronic or other format now known or developed in the future) maintained or housed at City facilities or offices, the Contractor shall not remove any such data (in the format in which it originally existed, or in any other converted or derived format) from such facility or office without the prior written approval of the Department's designated official. Upon the demand by the Department at any time during the Contract or after the Contract has expired or terminated, the Contractor shall return to the Department any City books, records, documents, or data that has been removed from City premises.

F. Electronic Records - As used in this Article, the terms books, records, and other documents refer to electronic versions as well as hard copy versions.

1. Confidentiality

- a. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Agreement. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of the Department. The obligation under this Article to hold reports, information or data confidential shall not apply where the Contractor is legally required to disclose such

reports, information or data, by virtue of a subpoena, court order or otherwise ("disclosure demand"), provided that the Contractor complies with the following: (1) the Contractor shall provide advance notice to the Commissioner, in writing or by e-mail, that it received a disclosure demand for to disclose such reports, information or data and (2) if requested by the Department, the Contractor shall not disclose such reports, information, or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information or data. The previous sentence shall not apply if the Contractor is prohibited by law from disclosing to the Department the disclosure demand for such reports, information or data.

2. Where in connection with the services under this Agreement the Contractor, or its employees, subcontractors, or agents, will have access to, acquire, disclose, or use any data that includes private information (as defined in Admin. Code § 10-501(b)), the Contractor shall provide written notice to the Department within three days of the earlier of discovery by the Contractor or notification to Contractor of any breach of security (as defined in Admin. Code §10-501(c)). Such notice shall inform the Department of the nature and scope of the breach of security.
 - a. Upon such discovery or notification of such breach of security, the Contractor shall take reasonable steps to determine the cause(s) of such breach and to remediate the cause(s) of such breach, shall provide written notice to the Department of such steps, and shall cooperate with any investigation conducted by the City of such breach. Such cooperation includes, but is not limited to, promptly responding to the City's reasonable inquiries and providing prompt access to in human and machine readable format all evidentiary artifacts associated with such breach of security, such as relevant records, logs, files, data reporting, and other materials.
 - b. In the event of such breach of security, the Contractor shall cooperate and coordinate with the City regarding any notifications determined by the City to be made to individuals affected by such breach.
 - c. Without limiting any other right of the City, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the costs of such notifications to individuals affected by the breach of security and/or other actions mandated by any Law, or administrative or judicial order, to address such breach of security, and to cover the costs of any fines or disallowances imposed by the State or federal government as a result of such breach. The City shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of identity theft monitoring services for individuals affected by such breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Department shall provide the Contractor with written notice and an opportunity to comment on such preventive measures prior to implementation. Alternatively, at the City's discretion, or if monies remaining to be earned or paid under this Agreement are insufficient to cover the costs detailed above, the Contractor shall pay directly for the costs, detailed above, if any.

3. The Contractor, and its officers, employees, and agents shall notify the Department, at any time either during or after completion or termination of this Contract, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Contract at least twenty-four (24) hours prior to any statement to the press or at least five (5) business days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Article.
4. At the request of the Department, the Contractor shall return to the Department any and all confidential information in the possession of the Contractor or its subcontractors. If the Contractor or its subcontractors are legally required to retain any confidential information, the Contractor shall notify the Department in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Contractor shall confer with the Department, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If the Department does not request such information, or the Law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in this Article.
5. A breach of this Article shall constitute a material breach of this Contract for which the Department may terminate this Contract pursuant to Article 64 of the Standard Construction Contract. The Department reserves any and all other rights and remedies in the event of unauthorized disclosure.

G. Investigations Clause

1. The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State or City agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.
2. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, or State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the Laws of the State, or;
3. If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

4. The Commissioner or Agency Head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) Days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.
5. If any non-governmental party to the hearing requests an adjournment, the Commissioner or Agency Head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to Paragraph E below without the City incurring any penalty or damages for delay or otherwise.
6. The penalties that may attach after a final determination by the Commissioner or Agency Head may include but shall not exceed:
 - a. The disqualification for a period not to exceed five years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or
 - b. The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Contract, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.
7. The Commissioner or Agency Head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Paragraphs (i) and (ii) below. He or she may also consider, if relevant and appropriate, the criteria established in Paragraphs (iii) and (iv) below, in addition to any other information that may be relevant and appropriate:
 - a. The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.
 - b. The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.
 - c. The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

- d. The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under this Article, provided that the party or entity has given actual notice to the Commissioner or Agency Head upon the acquisition of the interest, or at the hearing called for above gives notice and proves that such interest was previously acquired. Under either circumstance, the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

8. Definitions

- a. The term “license” or “permit” as used in this Article shall be defined as a license, permit, franchise, or concession not granted as a matter of right.
- b. The term “person” as used in this Article shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.
- c. The term “entity” as used in this Article shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City, or otherwise transacts business with the City.
- d. The term “member” as used in this Article shall be defined as any person associated with another person or entity as a partner, director, officer, principal, or employee.

- 9. In addition to and notwithstanding any other provision of this Contract, the Commissioner or Agency Head may in his or her sole discretion terminate this Contract upon not less than three (3) Days written notice in the event the Contractor fails to promptly report in writing to the City Commissioner of Investigation any solicitation of money, goods, requests for future employment or other benefits or thing of value, by or on behalf of any employee of the City or other person or entity for any purpose that may be related to the procurement or obtaining of this Contract by the Contractor, or affecting the performance of this Contract.